

AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL SUPPLY OF CRAFT SUPPLIES
QUOTE NO. 4237
SECOND RENEWAL

This Amendment is hereby entered into by and between S & S Worldwide, 75 Mill Street, Colchester, CT 06415 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated January 15, 2013, under D. O. No. 08636, (the "Contract"), for The Annual Supply of Craft Supplies, Quote No. 4237, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is January 15, 2013 through January 14, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by the City D.O. 10471 on December 23, 2013, to renew the Contract for an additional one (1) year period from January 15, 2014 through January 14, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning January 15, 2015 through January 14, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$13,000.00 without prior approval by the City of Lincoln.

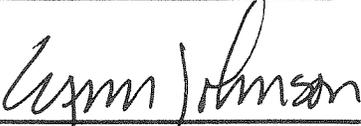
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Contract shall be from January 15, 2015 through January 14, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$13,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>15</u> day of <u>December</u> 2014  <hr/> Parks & Recreation Director
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Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	STS WORLDWIDE, INC.
By: (Please Sign)	Muriel T. Barnes
By: (Please Print)	MURIEL T. BARNES
Title: (Please Print)	BID ANALYST
Company Address: (Please Print)	COLCHESTER, CT. PO Box 513, 75 MILLS ST 06415
Company Phone & Fax: (Please Print))	800-243-9232 FAX 860-566-6678
E-Mail Address: (Please Print)	BIDS@SSWW.COM
Date: (Please Print)	12/1/14
Contact Person For: "Orders or Service" (Please Print)	CSSERVICE@SSWW.COM
Phone Number:	800-243-9232 MULTIPLE

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF CRAFT SUPPLIES
QUOTE NO. 4237
FIRST RENEWAL**

This Amendment is hereby entered into on this 20 day of November, 2013 by and between S & S Worldwide, 75 Mill Street, Colchester, CT 06415 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated January 15, 2013, under D. O. No. 08636, (the "Agreement"), for The Annual Supply of Craft Supplies, Quote No. 4237, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is January 15, 2013 through January 14, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning January 1, 2014 through December 31, 2014; and

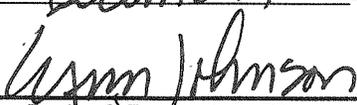
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from January 1, 2014 through December 31, 2014.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>9</u> day
of <u>December,</u> 2013

_____ Parks & Recreation Director

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	S + S WORLDWIDE, INC.
By: (PLEASE PRINT)	MURIEL T. BARNES
By: (PLEASE SIGN)	
Title:	BID ANALYST
Company Address: (PLEASE PRINT)	P.O. Box 513, 75 MILL ST, COLCHESTER, CT. 06415
Company Phone & Fax: (PLEASE PRINT)	800-243-9232 FAX 800-566-6678
E-Mail Address: (PLEASE PRINT)	Bios@SSWW.COM
Date:	11/26/13

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
Of
Craft Supplies
Quote 4237**

**S & S Worldwide
75 Mill Street
Colchester, CT 06415
(800)642-7354**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 15th day of Jan. 2012, by and between **S&S Worldwide, 75 Mill Street, Colchester, CT 06415**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Supply of Craft Supplies, Quote No. 4237** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal, Free Shipping and 12% Discount.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. **Equal Employment Opportunity**. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be from the date of the executed contract until the end of the yearly catalog with the option of three (3) additional one (1) year terms following the new release of each additional years catalog.

8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Special Provisions
 4. Instructions to Bidders
 5. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jean E. Root
City Clerk



CITY OF LINCOLN, NEBRASKA

Wynn Johnson
Parks and Recreation Director

Approved by Directorial Order

08636

dated

1/15/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Charla Schwarty
Secretary

(SEAL)

S+S Worldwide, Inc
Name of Corporation

75 Mill St. Colchester, CT 06415
(Address)

By: Carol Mauer
Duly Authorized Official

Bid Associate
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing\City & County	Address	Parks & Recreation
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		2740 A St.
Phone	1 (402) 441-8313		Lincoln, NE 68508		Lincoln,, NE 68502
Fax	1 (402) 441-6513	Contact	Shelly Hinze Buyer	Contact	
Bid Number	4237	Department		Department	
Title	Annual Supply of Craft Supplies	Building		Building	
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	10/26/2012	Telephone	1 (402) 441-7416	Telephone	(402) 441-8706
Close Date	11/2/2012 2:00:00 PM CST	Fax	1 (402) 441-6513	Fax	
Need by Date		Email	rhinze@lincoln.ne.gov	Email	

Supplier Information

Company S & S Worldwide
 Address 75 Mill Street
 Colchester, CT 06415
 Contact Bid Department
 Department
 Building
 Floor/Room
 Telephone 1 (800) 642-7354 480
 Fax 1 (860) 537-2563
 Email bids@ssww.com
 Submitted 10/31/2012 7:19:57 AM CST
 Total \$113.52

Signature _____

Supplier Notes

Bid submitted by mail with catalogs

Bid Notes

*Please send two catalogs to:
 City of Lincoln, Purchasing
 Attn: Shelly Hinze
 440 S. 8th, Ste. 200
 Lincoln, NE 68508

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
3	Release of New Catalog	What month do you release your new catalog?	January
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Catalog/Internet Discount	List your catalog/online list price discount to be given during the term of the contract.____ 	12
6	Catalog	I acknowledge that I have sent two catalogs to: City of Lincoln, Purchasing, Attn: Shelly Hinze, 440 S. 8th, Ste. 200 Lincoln, NE 68508	Y
7	Term Clause of Contract	I acknowledge that the first term of the contract will be from the date of the executed contract till the end of your yearly catalog with the option of three (3) additional one (1) year renewals following the new release of each additional years catalog. ((a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a.Yes
8	Quantities	I acknowledge the quantity listed for the line items are for market basket pricing for the award of the contract. The quantity of items is unknown. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
9	Contact	Name of person submitting this bid:	Carol Mares
10	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Pack of 50 sheets	Assorted 12" x 18" 76lb. construction paper with recycled content	\$2.98
Item Notes: Please list your item number and page number the item can be found on in the supplier notes.				
Supplier Notes: PE5000 page 166 Please specify color requested when ordering				
2	1	Box of 12	Crayola Markers (Box of 12) with conical tips	\$6.86
Manufacturer: Crayola				
Item Notes: Please list your item number and page number the item can be found on in the supplier notes.				
Supplier Notes: SC1048 page 141				
3	1	Pack of 500	Jumbo Craft Sticks, 6" x 3/4", Natural in color.	\$6.15
Item Notes: Please list your item number and page number the item can be found on in the supplier notes.				
Supplier Notes: CS700 page 240				
4	1	Bag	Fuse Beads approximately 6000 assorted colored pieces per bag.	\$7.56
Item Notes: Please list your item number and page number the item can be found on in the supplier notes.				
Supplier Notes: BE1221 page 226 Specify color or assorted when ordering				
5	1	EA	Elmer's Washable School Glue, 7 5/8 ounce bottle	\$1.75
Manufacturer: Elmers				
Item Notes: Please list your item number and page number the item can be found on in the supplier notes.				
Supplier Notes: GL626 page 187				
6	1	EA	Tissue paper 20" x 30". 20 assorted sheets. Colors bleed when wet.	\$4.62
Item Notes: Please list your item number and page number the item can be found on in the supplier notes.				
Supplier Notes: PE122 page 168				

7	1	Roll	Kraft 50 lb. white paper roll 36" x 1000'	\$49.27
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Item Notes: Please list your item number and page number the item can be found on in the supplier notes.

Supplier Notes: PE121
page 171

8	1	EA	1 lb. non tarnishing glitter - blue	\$8.09
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Item Notes: Please list your item number and page number the item can be found on in the supplier notes.

Supplier Notes: XM2830
page 230

9	1	Pack of 6	Foam door hangers approximate 3 3/4" x 10"	\$5.50
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Item Notes: Please list your item number and page number the item can be found on in the supplier notes.

Supplier Notes: AC801
website-ssww.com

10	1	EA	2 lb. white crayola model magic modeling compound	\$18.47
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Manufacturer: Crayola

Item Notes: Please list your item number and page number the item can be found on in the supplier notes.

Supplier Notes: CL103
page196

11	1	Pack of 100	Chenille pipe cleaner stems 12" x 6mm	\$2.27
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Item Notes: Please list your item number and page number the item can be found on in the supplier notes.

Supplier Notes: CC687X
page 229

Response Total: \$113.52
