

C - 14 - 0406

**RECEIVED**

AUG 07 2014

LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
BODY ARMOR SECOND CHANCE VESTS  
QUOTE NO. 4867**

**Alamar Uniforms  
3105 Leavenworth Street  
Omaha, NE 68105  
800.666.6635**

**LANCASTER COUNTY  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Alamar Uniforms, 3105 Leavenworth Street, Omaha, NE 68105**, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County 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 Requirements for Body Armor Second Chance Vests, Quote No. 4867**  
and,

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

WHEREAS, the County, 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 County have 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 County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal.**

2. The County 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 County:

**The County 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 County shall order on an as- needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed \$28,000.00 during the contract term without approval by the Board of Commissioners.**

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 County 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 County 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 County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County'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 a four (4) year term.
8. Assignment. Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County.
9. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Accepted Proposal/Supplier Response
  3. Addendum No. 1
  4. Special Provisions
  5. Instructions to Bidders

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.

This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in writing executed, making specific references to this Agreement, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

The Contractor and the Owners 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.

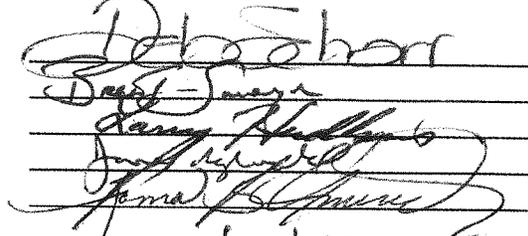
IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

  
County Law

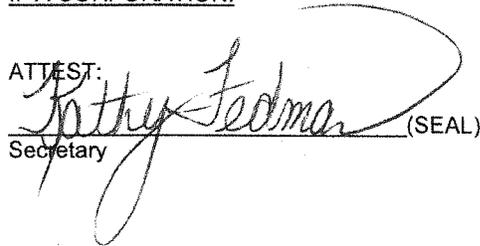
The Board of County Commissioners of Lancaster,  
Nebraska

  
dated 8/12/14

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

 (SEAL)  
Secretary

Alamar Uniforms  
Name of Corporation  
3105 Leavenworth  
(Address) Omaha, NE 68105  
By:   
Duly Authorized Official  
President  
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	Lancaster County Sheriff
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		575 S. 10th St.
Phone	1 (402) 441-8313		Lincoln,, NE 68508		Lincoln, NE 68508
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	Contact	
Bid Number	4867 Addendum 1	Department		Department	
Title	Annual Requirements for Body Armor Second Chance Vests	Building		Building	
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	07/17/2014	Telephone	1 (402) 441-8313	Telephone	
Close Date	7/23/2014 11:00:00 AM CT	Fax	1 (402) 441-6513	Fax	
Need by Date		Email	rhinze@lincoln.ne.gov	Email	

### Supplier Information

Company	Alamar Uniforms
Address	3105 Leavenworth Street
	Omaha, NE 68105
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (800) 666-6635
Fax	1 (402) 341-8795
Email	
Submitted	7/18/2014 2:30:05 PM CT
Total	\$8,197.76

Signature \_\_\_\_\_

Supplier Notes \_\_\_\_\_

Bid Notes \_\_\_\_\_

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	Meet Standards	I acknowledge that the product that I am bidding meets the NIJ Standard 0101.06.	Y
4	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
5	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a) Prices firm for 1 year from contract start. (b) Yes, (c) 1 year from contract start
8	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.  If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
9	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	45 Days ARO
10	Contact	Name of person submitting this bid:	Ryan Neison
11	Electronic Signature	Please check here for your electronic signature.	5
12	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

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**Line Items**

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#	Qty	UOM	Description	Response
1	9	EA	Safariland Second Chance Monarch Summit Series SM01-IIA (NIJ model #BA-2A00S-MR01) or equivalent.	\$432.00
Manufacturer: Second Chance Body Armor or Equivalent				
Item Notes: All vest must meet NIJ standard 0101.06. If bidding an equivalent attach specs of the equivalent in the suppliers response section of the bid.				
Supplier Notes:				
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2	4	EA	Safariland Second Chance Summit Series SM01-II (NIJ model #BA-2000S-SM01) or equivalent.	\$656.00
Manufacturer: Second Chance Body Armor or Equivalent				
Item Notes: All vest must meet NIJ standard 0101.06. If bidding an equivalent attach specs of the equivalent in the suppliers response section of the bid.				
Supplier Notes:				
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3	2	EA	Safariland Second Chance Summit Series SM01-IIIA (NIJ model #BA-3A00S-SM01) or equivalent.	\$744.00
Manufacturer: Second Chance Body Armor or Equivalent				
Item Notes: All vest must meet NIJ standard 0101.06. If bidding an equivalent attach specs of the equivalent in the suppliers response section of the bid.				
Supplier Notes:				
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4	3	EA	Safariland Second Chance Black Apex Carrier with tails or equivalent	\$65.92
Manufacturer: Second Chance Body Armor or Equivalent				
Item Notes: Carrier vest must meet NIJ standard 0101.06. If bidding an equivalent attach specs of the equivalent in the suppliers response section of the bid.				
Supplier Notes:				
				<hr/>
				Response Total: \$8,197.76
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**Addendum #1**  
**Annual Requirements for Body Armor Second Chance Vests**  
**Bid No 4867**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Model number for line 2 has been changed to read NIJ model #BA-2000S-SM01.

All other terms and conditions shall remain unchanged.

Dated this day of July 17, 2014.

Shelly Hinze,  
Buyer