

**AMENDMENT TO AGREEMENT
LANCASTER COUNTY
ANNUAL SUPPLY OF SHERIFF UNIFORMS
BID NO. 10-081**

RECEIVED
C-13-0199
MAY 09 2013

LANCASTER COUNTY
CLERK

This Amendment is hereby entered into on this 6 day of May, 2013, by and between **Alamar Uniforms, 3106 Leavenworth St., Omaha, NE 68105** (hereinafter "Contractor") and **Lancaster County** (hereinafter "County"), for the purpose of amending the Agreement dated June 15, 2010 under County Contract No. C-10-0273, (the "Agreement"), for **The Annual Supply of Sheriff Uniforms, Bid No. 10-081**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is June 15, 2010 through June 14, 2013, with the option to renew for one (1) additional three (3) year terms; and

WHEREAS, the parties wish to renew the Contract for one (1) additional three (3) year terms beginning June 15, 2013 through June 14, 2016 and

Whereas, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$36,199.20 without approval by the Lancaster County Board.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-10-0273 and stated herein the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) additional three (3) year terms beginning June 15, 2013 through June 14, 2016.
- 2) 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.

Approved as to form

this 14 day of May, 2013

Bryan Bohrens
Deputy County Attorney
Lancaster County Attorney

Lancaster County Board of Commissioners Signatures

Executed this 14 day of May, 2013

Rob Sharp
Larry Kellner
Jim [unclear]
Sam [unclear]
Smoyer Absent

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated 5-6-13

Company Name: (PLEASE PRINT)	Alamar Uniforms
By: (PLEASE PRINT)	Steve Zalkin
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	Owner
Company Address: (PLEASE PRINT)	3105 Leavenworth St. Omaha, NE 68105
Company Phone & Fax: (PLEASE PRINT)	402-341-8790 402-341-8895
E-Mail Address: (PLEASE PRINT)	AlamarUA@aol.com

RECEIVED

C-10-027
JUN 10 2010

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**ANNUAL SUPPLY
OF
Sheriffs' Uniforms
Bid No. 10-081**

**Alamar Uniforms
3105 Leavenworth St.
Omaha, NE 68105
800-666-6635**

**LANCASTER COUNTY
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2010, by and between **Alamar Uniforms, 3105 Leavenworth St., 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 Supply of Sheriff Uniforms, Bid No. 10-081 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.

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 for a three (3) year period starting on date of contract execution with the option to renew for one (1) additional three (3) year period.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Accepted Proposal/Response
 3. Contract Agreement
 4. Specifications
 5. Special Provisions
 6. 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 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:

[Signature]
Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

[Signature]
[Signature]
[Signature]
Schon Absent
Workman Absent

dated 6/13/10

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

[Signature] (SEAL)
Secretary

Alamar Uniforms
Name of Corporation
3105 Leavenworth St
Omaha, NE 68105
(Address)

By: [Signature]
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	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address	Lancaster County Sheriff 575 S. 10th St. Lincoln, NE 68508
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact	
Phone	1 (402) 441-8309	Department	Purchasing	Department	
Fax	1 (402) 441-6513	Building	Suite 200	Building	
Bid Number	10-081	Floor/Room		Floor/Room	
Title	Annual Supply of Sheriff Uniforms	Telephone	1 (402) 441-8309	Telephone	
Bid Type	Bid	Fax	1 (402) 441-6513	Fax	
Issue Date	04/16/2010	Email	rwalla@lincoln.ne.gov	Email	
Close Date	4/30/2010 12:00:00 PM CST				
Need by Date					

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 4/21/2010 1:01:22 PM CST
 Total \$10,756.20

Signature _____

Supplier Notes _____

Bid Notes _____

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Renewal is an Option	Contract Extension Renewal is an option.	Yes
4	Annual Requirements	I acknowledge reading and understanding the Annual Requirements.	Yes
5	Pricing	Does the pricing listed in the Line Items reflect the cost of each item for all sizes? YES or NO If NO, provide the price breakdown in the Supplier Notes section for each Line Item.	No
6	Contact	Name of person submitting this bid:	Steve Zalkin
7	Electronic Signature	Please check here for your electronic signature.	Yes
8	Term Clause of Contract	(a) Bid prices firm for the 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 _____	Yes, Bid prices firm for full contract period

Line Items

#	Qty	UOM	Description	Response
1	35	EA	Shirts - Short Sleeve for Deputies	\$33.00
Item Notes: List the Manufacturer and Model in the Supplier Notes section for this Line Item.				
Supplier Notes: The Force HS1273,HS1218 Oversizes \$36.30 Men's XXL+, Women's XL+				
2	22	EA	Shirts - Short Sleeve for Courts	\$33.00
Item Notes: List the Manufacturer and Model in the Supplier Notes section for this Line Item.				
Supplier Notes: The Force HS1277,HS1222 Oversizes \$36.30 Men's XXL+, Women's XL+				
3	35	EA	Shirts - Long Sleeve for Deputies	\$36.10
Item Notes: List the Manufacturer and Model in the Supplier Notes section for this Line Item.				
Supplier Notes: The Force HS1171, HS1120 Oversizes \$39.70 Men's sizes 18+, Women's size XL+				
4	22	EA	Shirts - Long Sleeve for Courts	\$36.10
Item Notes: List the Manufacturer and Model in the Supplier Notes section for this Line Item.				
Supplier Notes: The Force HS1176,HS1124 Oversizes \$39.70 Men's size 18+, Women's size XL+				
5	60	Pair	Trousers - Year Round for Deputies(Poly/Wool)	\$72.85
Item Notes: List the Manufacturer and Model in the Supplier Notes section for this Line Item.				
Supplier Notes: The Force HS2118, HS2210 Oversizes \$80.15 Men's size 44+, Women's size 20+				
6	10	Pair	Trousers - Year Round for Courts	\$30.50
Item Notes: List the Manufacturer and Model in the Supplier Notes section for this Line Item.				
Supplier Notes: The Force HS2147, HS2179 Oversizes \$33.55 Men's size 44+, Women's size 20+				
7	20	Pair	Trousers - 100% Polyester for Deputies	\$30.50
Item Notes: List the Manufacturer and Model in the Supplier Notes section for this Line Item.				
Supplier Notes: The Force HS2143, HS2147 Oversizes \$33.50 Men's size 44+, Women's size 20+				

8	5	Ea.	Sheriff Style Hat - Felt	\$64.50
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Item Notes: List the Manufacturer and Model in the Supplier Notes section for this Line Item.

Supplier Notes: Stratton F-42

9	5	Ea.	Sheriff Style Hat - Straw	\$45.00
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Item Notes: List the Manufacturer and Model in the Supplier Notes section for this Line Item.

Supplier Notes: Stratton S-42DB

10	6	Ea.	Jacket - Year Round for Deputies	\$164.00
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Item Notes: List the Manufacturer and Model in the Supplier Notes section for this Line Item.

Supplier Notes: 5.11 Tactical 48017-112
Oversize \$179.00 Sizes 3XL-4XL

Response Total:	\$10,756.20
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SPECIFICATIONS

LANCASTER COUNTY SHERIFF UNIFORMS

1. **ADDITIONAL INSTRUCTIONS TO BIDDERS**

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Sheriff uniforms.
- 1.2 Bid prices shall include entire cost of the uniforms and delivery.
- 1.3 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda
 - 1.4.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.5 Contract period will be for three (3) years starting on date of contract execution with the option to renew for one (1) additional three (3) year period.

2. **SAMPLES**

- 2.1 One sample of each item being bid must be submitted upon request if bidding other than specified brand and style.
- 2.2 Manufacturers brochures and specifications must be attached to the Response Attachment section of your ebid response for the alternate product being bid.

3. **ACCEPTANCE OF MATERIAL**

- 3.1 Orders will be placed on an as-needed basis by a Sheriffs Department Representative..
- 3.2 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the contract number assigned by Lancaster County.
- 3.3 If asked, the Contractor shall furnish Lancaster County with affidavits from manufacturer stating that the materials supplied fully conform to these material specifications.

4. **DELIVERY**

- 4.1 Unit bid prices shall include all delivery costs to the following location:

Lancaster County Sheriff
Justice & Law Enforcement Center
575 S. 10th Street
Lincoln, NE 68508

- 4.2 Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., CDT, on normal Lancaster County working days.
- 4.3 Delivery of in-stock items are to be initiated within one week of receipt of order.
- 4.4 Delivery of non-stock items are to be initiated within two weeks of receipt of order.

5. **WORKMANSHIP**
 - 5.1 Each garment shall be new, clean, well made military pressed in a workmanlike manner and show no raw edges or defective stitching in any part of the garment.
 - 5.2 All thread used shall be the best grade of pure dye thread to match garment material.

6. **LABELS AND IDENTIFICATION**
 - 6.1 Each garment shall have a linen label indicating the individual's name, exact measurements, date of manufacture and other pertinent data.
 - 6.2 Labels shall be sewn on all four sides and placed at an appropriate location on the inside of the garment.

7. **INVENTORY**
 - 7.1 Successful bidder shall guarantee an adequate stock of standard sizes at all times.

8. **MEASUREMENTS**
 - 8.1 Successful bidder shall be responsible for all measurements conducted by them and any required alterations.

9. **SHIPMENT**
 - 9.1 Garments shall be shipped in strong boxes to prevent damage in shipment.

10. **SHORT SLEEVE SHIRT SPECIFICATIONS**
 - 10.1 Lancaster County Sheriffs Department emblem to be attached to left sleeve, centered 1" below shoulder seam.
 - 10.2 Shirts to be individually poly-bagged.
 - 10.3 Name tag (1"x 3") to be sewn **inside shirt** for identification purposes.
 - 10.4 Womens short sleeve shirts for Deputies shall be: The Force by Horace Small - Part# HS1273 - Deputy Deluxe Poly/Rayon - Brown Color
 - 10.5 Mens short sleeve shirts for Deputies shall be: The Force by Horace Small - Part #HS1218 - Deputy Deluxe Poly/Rayon - Brown Color
 - 10.6 Womens short sleeve shirts for Court Officers shall be: The Force by Horace Small - Part #HS1277 - Deputy Deluxe Poly/Rayon - Silver/Tan Color
 - 10.7 Mens short sleeve shirts for Court Officers shall be: The Force by Horace Small - Part #HS1222 - Deputy Deluxe Poly/Rayon - Silver/Tan Color

11. **LONG SLEEVE SHIRT SPECIFICATIONS**
 - 11.1 Womens long sleeve shirts for Deputies shall be: The Force by Horace Small - Part # HS1171 - Deputy Deluxe Poly/Rayon - Brown Color
 - 11.2 Mens long sleeve shirts for Deputies shall be: The Force by Horace Small - Part #HS1120 - Deputy Deluxe Poly/Rayon - Brown Color
 - 11.3 Womens long sleeve shirts for Court Officers shall be: The Force by Horace Small - Part #HS1176 - Deputy Deluxe Poly/Rayon - Silver/Tan Color
 - 11.4 Mens long sleeve shirts for Court Officers shall be: The Force by Horace Small - Part #HS1124 - Deputy Deluxe Poly/Rayon - Silver/Tan Color
 - 11.5 Lancaster County Sheriffs Department emblem attached to left sleeve, centered 1" below shoulder seam.
 - 11.6 Shirts to be individually poly-bagged.
 - 11.7 Name tag (1"x3") to be sewn **inside shirt** for identification purposes.