

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL SUPPLY  
OF  
Police Clothing  
Bid No. 14-245**

**Alamar Uniforms  
3105 Leavenworth Street  
Omaha, NE 68105  
(800)666-6635**

**CITY OF LINCOLN  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Alamar Uniforms, 3105 Leavenworth Street, Omaha, NE 68105**, 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:

**Annual Supply of Police Clothing, Bid No. 14-245**

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 line items 1 - 26**

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:

**The 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. The total cost of products or services for City departments shall not exceed \$88,000.00 each year for a total of \$176,000.00 during the contract term without approval.**

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. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a two (2) year term with option to renew for one (1) additional two (2) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Supplier Response
  3. Addendum No. 1
  4. Special Provisions
  5. Specifications
  6. Instructions to Bidders
  7. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

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**

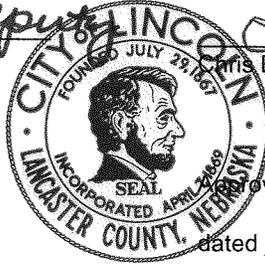
**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

Andy S. Duba, Deputy  
City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler  
Chris Beutler, Mayor



Approved by:

Approved by Resolution No. A-88651

dated November 24, 2014

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Kathy Fedman (SEAL)  
Secretary

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

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	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing\City & County	Address	Police Dept. 575 S. 10th St. Lincoln, NE 68508
Email	smulder@lincoln.ne.gov		440 S. 8th St.	Contact	
Phone	(402) 441-7428	Contact	Lincoln, NE 68508	Department	
Fax	(402) 441-6513		Sharon Mulder Asst. Purchasing Agent	Building	
Bid Number	14-245 Addendum 1	Department		Floor/Room	
Title	Annual Supply of Police Clothing	Building		Telephone	
Bid Type	Bid	Floor/Room		Fax	
Issue Date	10/08/2014	Telephone	(402) 441-7428	Email	
Close Date	10/22/2014 12:00:00 PM CT	Fax	(402) 441-6513		
Need by Date		Email	smulder@lincoln.ne.gov		

## 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 10/20/2014 3:45:54 PM CT  
 Total \$87,743.90

Signature Steve Zalkin

Email alamaru@aol.com

## 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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Contact	Name of person submitting this bid:	Steve Zalkin
4	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	14-21 Days ARO
5	Purchase Order and Delivery Contact	The City/County Purchasing Department issues Purchase Orders via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.	Steve Zalkin
6	Specifications	I acknowledge reading and understanding the specifications.	Yes
7	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
8	Contract Term	The City of Lincoln shall enter into a contract with the lowest, most responsive, responsible bidder for a term of 2 years with the option to renew for one (1) additional two (2) year period upon mutual consent of both parties. Do you agree to these terms? YES or NO If NO, list reasons.	Yes
9	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 _____	Prices firm for initial two years
10	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
11	Bulk Order Discount	The City of Lincoln may order 300 or more pieces of clothing at one time if pricing is favorable. Will your company provide an additional discount for quantities of this size or larger? YES or NO If YES - List the discount in the space provided.	NO
12	Product Information	Are you providing the exact brand, model, color and style of shirt listed in the Line Items? YES or NO If NO, you must list the brand, model, style, color in this section. You must provide documentation that shows the product you are bidding is equivalent to the product being requested. This documentation shall be attached to the Response Attachment section of your ebid response. You must be able to send a sample of the product being bid within 3 days of request. The City of Lincoln shall determine equivalency based on the information received and sample products.	Yes

13	Freight/Handling Charges	I acknowledge that all pricing includes shipping and handling to the Lincoln Police Department, FOB Lincoln.	Yes
14	Vendor Contact	I acknowledge that no contact will be made with any LPD or other City staff regarding this bid until an award has been made. All questions or comments will be sent in writing to the City of Lincoln Purchasing Department.	Yes
15	References	I have attached my References to the Response Attachment section of this bid.	Yes
16	Estimated Quantities	I acknowledge that the quantities listed for each Line Item are yearly estimates and the City does not guarantee any dollar amount or order quantities for the term of the contract?	Yes
17	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
18	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
19	Electronic Signature	Please check here for your electronic signature.	Acknowledge
20	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	10	EA	Men's Flying Cross Vrtex Tactical Trousers, Desert Tan	\$36.68
			Manufacturer: Fechheimer    Manufacturer #: VTX1000DT	
			Item Notes:	
			Supplier Notes:	
2	30	EA	Women's Flying Cross Vrtex Tactical Trousers, Desert Tan	\$36.68
			Manufacturer: Fechheimer    Manufacturer #: VTX1050DT	
			Item Notes:	
			Supplier Notes:	
3	100	EA	Men's Flying Cross Long Sleeve, Navy Blue, Polyester/Wool Shirt	\$56.44
			Manufacturer: Fechheimer    Manufacturer #: 07W8486Z	
			Item Notes:    LPD emblem sewed on both sleeves. Sergeant Strips on both sleeves when applicable.	
			Supplier Notes:	
4	20	EA	Women's Flying Cross Long Sleeve, Navy Blue, Polyester/Wool Shirt	\$56.44
			Manufacturer: Fechheimer    Manufacturer #: 107W8486Z	
			Item Notes:    LPD emblem sewed on both sleeves. Sergeant Strips on both sleeves when applicable.	
			Supplier Notes:	
5	100	EA	Men's Flying Cross Short Sleeve, Navy Blue, Polyester/Wool Shirt	\$50.88
			Manufacturer: Fechheimer    Manufacturer #: 07R8786Z	
			Item Notes:    LPD emblem sewed on both sleeves. Sergeant Strips on both sleeves when applicable.	
			Supplier Notes:	
6	20	EA	Women's Flying Cross Short Sleeve, Navy Blue, Polyester/Wool Shirt	\$50.88
			Manufacturer: Fechheimer    Manufacturer #: 157R8786Z	
			Item Notes:    LPD emblem sewed on both sleeves. Sergeant Strips on both sleeves when applicable.	
			Supplier Notes:	

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7	20	EA	Men's Flying Cross Trouser WITHOUT Cargo Side Pockets, Navy Blue, Polyester/Rayon/Lycra	\$44.70
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Manufacturer: Fechheimer      Manufacturer #: 39400

Item Notes:

Supplier Notes:

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8	20	EA	Women's Flying Cross Trouser WITHOUT Cargo Side Pockets, Navy Blue, Polyester/Rayon/Lycra	\$44.70
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Manufacturer: Fechheimer      Manufacturer #: 39450

Item Notes:

Supplier Notes:

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9	150	EA	Men's Flying Cross Trouser WITH Cargo Side Pockets, Navy Blue, Polyester/Rayon/Lycra	\$59.26
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Manufacturer: Fechheimer      Manufacturer #: 39300

Item Notes:

Supplier Notes:

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10	25	EA	Women's Flying Cross Trouser WITH Cargo Side Pockets, Navy Blue, Polyester/Rayon/Lycra	\$59.26
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Manufacturer: Fechheimer      Manufacturer #: 39350

Item Notes:

Supplier Notes:

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11	20	EA	Men's Flying Cross Trouser WITHOUT Cargo Side Pockets, Navy Blue, Polyester/Wool	\$55.98
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Manufacturer: Fechheimer      Manufacturer #: 47280

Item Notes:

Supplier Notes:

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12	10	EA	Women's Flying Cross Trouser WITHOUT Cargo Side Pockets, Navy Blue, Polyester/Wool	\$55.98
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Manufacturer: Fechheimer      Manufacturer #: 47290

Item Notes:

Supplier Notes:

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13	100	EA	Men's Flying Cross Trouser WITH Cargo Side Pockets, Navy Blue, Polyester/Wool	\$65.99
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Manufacturer: Fechheimer    Manufacturer #: 47680

Item Notes:

Supplier Notes:

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14	10	EA	Women's Flying Cross Trouser WITH Cargo Side Pockets, Navy Blue, Polyester/Wool	\$65.99
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Manufacturer: Fechheimer    Manufacturer #: 47690

Item Notes:

Supplier Notes:

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15	50	EA	Men's Flying Cross Trouser WITH Vertx Side Pockets, Navy Blue, Polyester/Wool	\$65.99
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Manufacturer: Fechheimer    Manufacturer #: V47680

Item Notes:

Supplier Notes:

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16	10	EA	Women's Flying Cross Trouser WITH Vertx Side Pockets, Navy Blue, Polyester/Wool	\$65.99
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Manufacturer: Fechheimer    Manufacturer #: V47690

Item Notes:

Supplier Notes:

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17	50	EA	Navy Blue Winter Jacket, LPD department supplied patch sewn on both sleeves, Sgt. chevron on both sleeves as requested, plain dark buttons on epaulets and sleeves. LPD embroidered badge patch (supplied) sewn on right upper chest, embroidered name patch (attached w/ velcro) on left upper chest, POLICE printed on back hidden drop down panel.	\$226.50
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Manufacturer: Blauer    Manufacturer #: #9910Z

Item Notes:

Supplier Notes:

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18	50	EA	Raincoat, reversible Black/ Hi-Vis yellow to include a detachable hood. The Hood must be included in the price of the coat.	\$93.28
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Manufacturer: Blauer    Manufacturer #: #26991 for the coat & #123 for the hood.

Item Notes:

Supplier Notes:

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19	10	Doz	Regular Navy blue clip-on with buttonhole 55% Dacron Polyester/45% Wool.	\$4.50
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Manufacturer: Samuel Boome      Manufacturer #: 45015-61

Item Notes:

Supplier Notes:

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20	12	DOZ	Extra-long Navy blue clip-on with buttonhole 55% Dacron Polyester/45% Wool.	\$4.75
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Manufacturer: Samuel Boome      Manufacturer #: 45045-61

Item Notes:

Supplier Notes:

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21	20	EA	Navy blue Pershing Style Cap with Silver Expansion Strap, a removable navy blue winter band and Silver "P" buttons, as ordered by the department.	\$51.79
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Manufacturer: Keystone Pershing      Manufacturer #: R-6

Item Notes:

Supplier Notes:

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22	10	EA	6.5 oz. Short Sleeve Pique Knit 100% Antimicrobial Moisture wicking coldblack finish, 3 button placket front, Mic tab or sunglass loop at base of placket, Non-roll collar with stays, Side gusset, Navy Blue Short Sleeve Polo, S-XL	\$37.41
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Manufacturer: Fechheimer Flying Cross      Manufacturer #: 4000NV

Item Notes:      Specify in your supplier notes the price for XXL, XXXL and XXXXL and tall sizes.

Supplier Notes: 2XL same price as S-XL, 3XL-4XL \$41.41, No talls available

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23	10	EA	6.5 oz. Long Sleeve Pique Knit 100% Antimicrobial Moisture wicking coldblack finish, 3 button placket front, Mic tab or sunglass loop at base of placket, Non-roll collar with stays, Side gusset, Navy Blue Long Sleeve Polo, S-XL	\$39.37
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Manufacturer: Fechheimer Flying Cross      Manufacturer #: 40200NV

Item Notes:      Specify in your supplier notes the price for XXL, XXXL and XXXXL and tall sizes.

Supplier Notes: 2XL same price as S-XL, 3XL-4XL \$43.37, No talls available

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24	150	EA	Vest Carrier Shirts, Dark Navy, Aero Shell	\$63.75
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Manufacturer: Fechheimer      Manufacturer #: 55VC8486

Item Notes:      Or Blauer, #8470, poly/wool ArmorSkin Please specify which garment you are bidding in the supplier notes.

Supplier Notes: Bidding Fechheimer #55VC8486  
Alternate Bid Blauer #8470 \$68.68

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25	250	EA	Under Shirts for Vest Carrier, Dark Navy, Long Sleeve	\$40.45
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Manufacturer: Fechheimer    Manufacturer #: 05VS8486

Item Notes:    Or Blauer, #8471 Please specify which garment you are bidding in the supplier notes.

Supplier Notes: Bidding Fechheimer #05VS8486  
Alternate Bid Blauer #8471 46.14

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26	250	EA	Under Shirts for Vest Carrier, Dark Navy, Short Sleeve	\$33.89
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Manufacturer: Fechheimer    Manufacturer #: 55VS8486

Item Notes:    Or Blauer, #8472 Please specify which garment you are bidding in the supplier notes.

Supplier Notes: Fechheimer #55VS8486  
Alternate Bid Blauer #8472 \$38.81

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27	400	EA	Black Head Band	\$5.75
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Manufacturer: Port Authority    Manufacturer #: C910

Item Notes:    With "Police" embroidered in white.

Supplier Notes:

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Response Total:	\$87,743.90
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