

C-13-0551  
10-31-13

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY  
NEBRASKA**

**ANNUAL SUPPLY  
OF  
COUNTY SHERIFF LEATHER EQUIPMENT  
QUOTE NO. 4590**

**Adorama Inc.  
42 West 18<sup>th</sup> Street  
New York, NY 10011  
212.741.0401 x 2119**

**LANCASTER COUNTY  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between **Adorama Inc., 42 West 18<sup>th</sup> Street, New York, NY 10011**, 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 County Sheriff Leather Equipment, Quote 4590 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 for the contract for the County agency shall not exceed \$12,400.00 a year during the four (4) year 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. Special Provisions (if applicable)
    4. 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:

*William Johnson*  
County Law

The Board of County Commissioners of Lancaster,  
Nebraska

*Deborah*  
*...*  
*...*  
*...*  
*...*

dated 11/5/13

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

*[Signature]* (SEAL)  
Secretary

Adorama Inc.  
Name of Corporation

42 West 18th St New York NY 10011  
(Address)

By: Cristina Feliz  
Duly Authorized Official

Registration Correspondent  
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	Address	Lancaster County
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		Sheriff
Phone	1 (402) 441-8313		Lincoln, NE 68508		575 S. 10th St.
Fax	1 (402) 441-6513	Contact	Robert Walla Asst.		Lincoln, NE 68508
			Purchasing Agent	Contact	
Bid Number	4590		Purchasing		
Title	Annual Supply of County Sheriff Leather Equipment	Department		Department	
		Building	Suite 200	Building	
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	08/23/2013	Telephone	1 (402) 441-8309	Telephone	
Close Date	8/29/2013 2:00:00 PM CT	Fax	1 (402) 441-6513	Fax	
Need by Date		Email	rwalla@lincoln.ne.gov	Email	

### Supplier Information

Company	Adorama Inc.
Address	42 West 18th Street
	New York, NY 10011
Contact	Carren Krishnanan
Department	
Building	
Floor/Room	
Telephone	1 (212) 741-0401 2119
Fax	1 (646) 758-8558
Email	carrenk@adorama.com
Submitted	8/29/2013 1:54:08 PM CT
Total	\$1,790.80
Signature	

### Supplier Notes

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### Bid Notes

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### Bid Activities

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### Bid Messages

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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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Renewal is an Option	Contract Extension Renewal is an option.	Yes
5	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 escallation/de-escalation  YES or NO  (c) If (b), state period for which prices will remain firm: through _____	A: Yes B: No
6	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 Suppller Notes section of your E-Bid response.	Yes
7	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
8	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	10 Days aro
9	Contact	Name of person submitting this bid:	Caroleann Fusco
10	Electronic Signature	Please check here for your electronic signature.	Yes

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Line Items

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#	Qty	UOM	Description	Response
1	10	EA	Duty Belt	\$56.35
Manufacturer: Safariland - Model 872 - No Substitutions				
Item Notes:				
Supplier Notes:				
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2	11	EA	Mace Holder w/ Top Flap	\$22.80
Manufacturer: Safariland - Model 38-4-2 - No Substitutions				
Item Notes:				
Supplier Notes:				
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3	14	EA	Double Mag Pouch	\$29.50
Manufacturer: Safariland - Model 77-83-2 - No Substitutions				
Item Notes:				
Supplier Notes:				
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4	10	EA	Baton Holder	\$22.80
Manufacturer: Safariland - Model 35F21-2 - No Substitutions				
Item Notes:				
Supplier Notes:				
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5	10	EA	D Cell Ring Holder	\$7.35
Manufacturer: Safariland - Model 730-2 - No Substitutions				
Item Notes:				
Supplier Notes:				
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6	10	EA	Handcuff Pouch	\$22.80
Manufacturer: Safariland - Model 90-2B - No Substitutions				
Item Notes:				
Supplier Notes:				

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7	10	EA	Leather Belt Keeper	\$3.40
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Manufacturer: Boston OR Equivalent

Item Notes: >

Supplier Notes:

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Response Total:	\$1,790.80
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