

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
FOR
UNIFORM CLOTHING FOR ANIMAL CONTROL OFFICERS
QUOTE NO. 5030**

**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 for Uniform Clothing for Animal Control Officers, Quote No. 5030

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.

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 estimated cost of products or services for City departments shall not exceed \$20,000.00 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 four (4) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Photo of Patch
 4. Special Provisions
 5. Instructions to Bidders

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

ATTEST:

City Clerk

Teresa J. Meigs



CITY OF LINCOLN, NEBRASKA

Mayor

[Signature]

Approved by:

Approved by Resolution No. A- 88820

dated March 30, 2015

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

Kathleen Tedman (SEAL)

Altamar Uniforms

Name of Corporation

305 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

#	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	Price structure during the term of the contract	I acknowledge that during the term of the contract if pricing structure changes my company will notify Purchasing of the new pricing structure to the contract. New pricing structure shall take place 30 days after this notification in order to make adjustments to the contract.	Y
4	Term Clause of Contract	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 year 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, Prices Firm for one year
5	Screen Print Charge	List the cost for the 1st, 2nd, 3rd, 4th, 5th and 6th Screen print charges per one location on garment.	\$8.00 for each print 1-6 colors
6	Additional screen print locations	What is the cost of additional screen print locations, two (2) print locations and three (3) print locations?	\$8.00
7	Rush order delivery charge	List your cost for rush orders	\$0.0
8	One time set up fee	List your set up fee and for what service(s) it is for.	\$0.0
9	Name Strip Embroidery	List your cost to embroidery one line and cost for additional line(s). Does this cost vary for more than one? List your breakout pricing.	\$6.95
10	Patches	List your cost for sewing patch(s) onto each garment. Does this cost vary for more than one? List your breakout pricing.	\$1.75 each
11	Direct embroidering of logo design	List cost for direct embroider of logo design onto each garment. Does this cost vary for more than one? List your breakout pricing.	\$6.95
12	Sgt. Stripes	List your price to sew Sgt. Stripes/Chevrons on each sleeve.	\$6.95
13	Digitalizing	List cost for digitalizing a logo to garment.	\$0.0
14	Front Shirt Zipper	List your cost for a zipper to be sewn on the underneath side of the buttons on the long and short sleeve shirt button flap.	\$10.95
15	Heat Press	List cost to heat press individual letters on item (5/8"-2"). If letters are taller than 2" list those prices. Does this cost vary for different sizes of letters? List your breakout pricing.	\$8.00
16	Electronic Ordering	Do you provide electronic ordering capability? If so, Is computer software and accessories necessary to connect City/County Departments to your on-line ordering program? If yes, indicate the cost to the City.	Yes, \$1,200.00

17	Returns	State your return policy.	Any manufacturing defects or incorrect delivery of product. Garments that have not been embellished and not washed or worn.
18	Restocking Charges	Is there a re-stocking charge for return garments? If yes, what is the cost?	\$0.0
19	Usage Report	I acknowledge that the following usage reports may be required: Monthly usage summary report by item Year-to-Date usage summary report by item Monthly Department/Division Transaction Report.	Y
20	Order Sheet	I can supply the departments with an order sheet of items listed for purchase. Yes or No.	Yes
21	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
22	Samples	I acknowledge I will supply samples to the department at no cost for sizing and colors.	Y
23	Contact	Name of person submitting this bid:	Steve Zalkin
24	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	14	EA	Taclite Rip Stop Pro Pants with double thick seat and knees, teflon treated, draw cord opening at bottom hem.	\$42.00

Manufacturer: 5.11 or Equivalent Manufacturer #: 74273

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	5.11 Tactical
2	Model	List your model number of the product you are bidding.	74273
3	Size with Price Breakdown	List your available sizes with breakdown of pricing.	28-44 even sizes,30-36 even inseams \$42.00, 46-54 \$52.00

2	14	EA	Flying Cross Men's long sleeve 65/35 poly/cotton duro poplin shirt	\$36.99
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Manufacturer: Fechheimer or Equivalent Manufacturer #: 35W5441

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	Fechheimer
2	Model	List your model number of the product you are bidding.	35W5441
3	Size with Price Breakdown	List your available sizes with breakdown of pricing	14-18.5 \$36.99, 19-22 \$47.99

3	17	EA	Flying Cross Men's short sleeve 65/35 poly/cotton duro poplin shirt	\$32.99
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Manufacturer: Fechheimer or Equivalent Manufacturer #: 85R5441

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	Fechheimer
2	Model	List your model number of the product you are bidding.	85R5441

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	5.11 Tactical
2	Model	List your model number of the product you are bidding.	41060
3	Size with Price Breakdown	List your available sizes with breakdown of pricing.	XS-2XL \$35.00, L-5XL Tall and 3XL \$40.00

7 14 EA Tactical men's 65/35 cotton ripstop TDU cargo pants, teflon treated, self adjusting waist, large side outer pockets, \$40.00

Manufacturer: 5.11 or Equivalent Manufacturer #: 74003

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	5.11 Tactical
2	Model	List your model number of the product you are bidding.	74003
3	Sizes with Price Breakdown	List your available sizes with breakdown of pricing	XS-2XL Short/Regular/Long \$40.00, 3XL-4XL Short/Regular/Long \$50.00

Response Total: \$3,879.69

ANIMAL CONTROL



NEBRASKA

NEBRASKA