



City of Omaha  
Jim Suttle, Mayor

RECEIVED  
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CITY CLERK  
OMAHA, NEBRASKA



Todd R. Schmaderer  
Chief of Police

**Omaha Police Department**  
"To Serve and Protect"  
505 South 15th Street  
Omaha, Nebraska 68102-2769  
(402) 444-5600  
fax (402) 444-5898  
www.opd.ci.omaha.ne.us

Honorable President  
and Members of the City Council,

Submitted herewith for your consideration is an Ordinance accepting the bid from Alamar Uniforms to enter into a two-year price agreement for ballistic vests for the Omaha Police Department with the option for two one-year extensions at the sole discretion of the City of Omaha.

An estimated 783 vests will be purchased over the next four years for an estimated aggregate total cost of \$422,820.00. The estimate purchase and cost break down for the vests is as follows:

Year	Number of Vests	Cost
2013	119	\$ 64,260.00
2014	232	\$125,280.00
2015	281	\$151,740.00
2016	151	\$ 81,540.00
<b>TOTAL</b>	<b>783</b>	<b>\$422,820.00</b>

The Police Department recommends accepting the bid from Alamar Uniforms. It is the only bid received. The price is reasonable and the bid meets specifications. The Police Department requests your consideration and approval of this Ordinance.

Funds are appropriated from the Omaha Police Department General Fund 11111, Organization 113132 Police Supply, Account 46617 Safety Equipment. The Finance Department is authorized to pay the cost from this account.

Respectfully submitted,

Approved:

Todd R. Sch 11-28-12  
Todd R. Schmaderer Date  
Chief of Police

Shondal Luv 12/4/12  
Human Rights & Relations Dept. Date

Approved as to Funding:

Referred to City Council for Consideration:

Pam Spaccarotella 12-7-12  
Pam Spaccarotella Date  
Finance Director

[Signature] 12-4-12  
Mayor's Office Date

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE to accept the bid from Alamar Uniforms to enter into a two-year price agreement for ballistic vests with the option for two one-year extensions at the sole discretion of the City of Omaha, involving the payment of money from appropriations of more than one year in accordance with Section 5.17 of the Home Rule Charter of the City of Omaha, 1956, as amended; to provide firm price commitments on ballistic vests for the first two years, which are to be provided the Omaha Police Department on an as needed basis, with unit prices specifically determined by the bid, but the exact costs are indeterminate depending on the number of purchases made, and anticipated to be approximately \$422,820.00 for 783 vests over the four-year period; and to provide the effective date hereof.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. Approval is hereby given to Alamar Uniforms, which has submitted a bid, by which it has guaranteed to provide ballistic vests, designated in the Contract on an as needed basis with no minimum order limitations for a period of two years, with the option for two one-year extensions at the sole discretion of the City, and may be done so administratively. Such approved Contract is attached hereto and, by this reference, made a part hereof as if fully set forth herein. Prices are firm for two years from date of award of Contract. Any requests for price adjustments at the end of the two-year term, and optional years thereafter, must be accompanied by documentation and approved by the Omaha Police Department and the City of Omaha. Price adjustments shall not exceed the change in the Consumer Price Index for the extension years and will be based on the final month of the contract year just completed. Although unit prices have been specifically determined by the quote, the exact costs are indeterminate and will vary depending on the number of purchases made, and are anticipated to be approximately, with the possibility of exceeding, \$422,820.00 for 783 vests over the four-year period.

ORDINANCE NO. \_\_\_\_\_

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Section 2. All payments for such ballistic vests shall be paid from the Omaha Police Department General Fund 11111, Organization 113132 Police Supply, Account 46617 Safety Equipment.

Section 3. This Ordinance, being not of a legislative character, shall be in full force and take effect immediately upon passage under and by virtue of the authority granted by Section 2.12 of the Home Rule Charter of the City of Omaha, 1956, as amended.

INTRODUCED BY COUNCILMEMBER

\_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
MAYOR OF THE CITY OF OMAHA

PASSED \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF OMAHA

APPROVED AS TO FORM:

*Michelle Peters* 12-4-12  
\_\_\_\_\_  
ASSISTANT CITY ATTORNEY



**DOUGLAS COUNTY  
REQUEST FOR BID AND BID SHEET  
ON: CITY OF OMAHA Ballistic Vests**

RETURN BIDS TO:  
CITY CLERK, LC-1, OMAHA-DOUGLAS CIVIC CENTER  
1819 Farnam Street  
Omaha, Nebraska 68183-0011

Published: September 26, 2012

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**BID BOND OR CERTIFIED CHECK REQUIRED IN THE AMOUNT OF \$3,000.00**  
**BID BOND OR CERTIFIED CHECK SHALL BE MADE PAYABLE TO "CITY OF OMAHA"**

NOT AN ORDER

Bid Opening Time & Date: 11:00 a.m. CST on Wednesday, October 17, 2012

**IMPORTANT**

- Bid must be in the office of the CITY CLERK, LC-1, OMAHA-DOUGLAS CIVIC CENTER, 1819 Farnam Street, Omaha, NE 68183-0011 by the opening date and time indicated in a sealed envelope marked:  
**BID ON: CITY OF OMAHA Ballistic Vests**
- As evidence of good faith a bid bond or certified check must be submitted with bid. Bid bond or certified check shall be made payable to "City of Omaha"  
**FAILURE TO DO SO IS CAUSE FOR REJECTION.**
- Right is reserved to accept or reject any or all bids in their entirety and the bidders shall have the right to appeal any decision to the City Council. Right is also reserved to accept or reject any part of your bid unless otherwise indicated by you.
- If Federal Excise Tax applies, show amount of same and deduct. Exemption certificates will be furnished. Do not include tax in bid.
- BID MUST INCLUDE ANY DELIVERY OR SHIPPING CHARGES.**
- When submitting bid on items listed, bidder may on a separate sheet, make suggestions covering reduction in costs wherever this is possible through redesign, change of material or utilization of standard items or quantity change.
- If you do not bid, return sheets with reason for declining. Failure to do so will indicate your desire to be removed from our mailing list. **TABULATION SHEETS FOR THE BIDS SUBMITTED ARE AVAILABLE ON THE DOUGLAS COUNTY WEBSITE AT [www.douglascountypurchasing.org](http://www.douglascountypurchasing.org). DO NOT CALL FOR THIS INFORMATION.**

Quote your lowest price, best delivery and terms, F.O.B. delivery point on the item(s) listed below:			
QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
Estimated (for year 2013) 202	Level II, Halo Ballistic system, one Revolution Concealable carrier with Ara-Shock ICW Simi Rigid Trauma Plate BID/each:	\$ 540.00	\$ 109,080.00
23	Level II, Halo Ballistic system, one Revolution Concealable carrier with Soft Armor Pack (SAP) Trauma Plate BID/each:	\$ 540.00	\$ 12,420.00
	<b>TOTAL BID:</b>		\$ 121,500.00

It is the intent of the City of Omaha to enter into a 12 month price agreement for bullet resistant vests for the Omaha Police Department. The City reserves the right to extend this price agreement for (2) 1-year extensions. This will be at the sole discretion of the City of Omaha. The City requests bids for the Armor Express Halo Revolution. No substitutions will be accepted. See attached nine (9) pages of specifications.

The armor must meet National Institute of Justice NIJ-STD0101.06 Standard.  
The successful bidder will provide trained personnel of the appropriate sex to take measurements. Times and dates may be limited by vendor. Please note that scheduling restrictions will be considered when bids are evaluated. The preference of the City of Omaha is measuring service to be available on demand. Measurement must be taken within the city limits of Omaha.  
Questions re: this bid should be directed to: Dave Staskiewicz at (402)444-5857

All bidders awarded a contract in the amount of \$5,000 or more must comply with the Contract Compliance Ordinance and have on file with the Human Rights & Relations Department the Contract Compliance Report (Form CC-1). This report shall be in effect for 24 months from the date received by the Human Rights & Relations Department. Any questions regarding the Contract Compliance Ordinance should be directed to the Human Rights & Relations Department at (402)444-6055.

(PLEASE PRINT LEGIBLY OR TYPE)

Payment Terms: <u>Net 30</u>	Firm: <u>Alamar Uniforms</u>	Incorporated in: <u>NE</u>
Delivery (or completion): <u>30</u> calendar days following award	Name: <u>Steve Zalkin</u>	Signature: 
	Title: <u>President</u>	Phone: <u>402-341-8770</u> Fax: <u>402-341-8895</u>
	Address: <u>3105 Leavenworth St. Omaha, NE 68105</u>	
	Street/P.O. Box	City State Zip
	Email Address: <u>Steve@AlamarUniforms.com</u>	

**DOUGLAS COUNTY  
REQUEST FOR BID  
ON: CITY OF OMAHA Ballistic Vests**

**NOT AN ORDER**

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DESCRIPTION
<p><b>REQUIREMENTS FOR BID BOND</b> The surety company issuing the bid bond or the performance bond should be licensed by the State of Nebraska and listed on the current edition of Circular 570 of the United States Department of the Treasury. A certified check, an official bank check, or cashiers check drawn on a national bank or a bank chartered under the laws of the state, payable to the city, or lawful money of the United States, or a United States Government Bond (negotiable) are acceptable substitutes for bond requirements.</p>
<p><b>Equal Employment Opportunity:</b> In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, the Contractor agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.</p>
<p><b>New Employee Work Eligibility Status (Neb. Rev. Stat. §4-108-114)</b> The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Douglas County. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.</p>
<p>If the Contractor is an individual or sole proprietorship, the following applies:</p> <ol style="list-style-type: none"><li>1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://www.das.state.ne.us">www.das.state.ne.us</a>.</li><li>2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</li><li>3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.</li></ol>

SIGN ALL COPIES

Firm Alameda Uiforms  
By [Signature]  
Title President

**CONTINUATION SHEET**

# Responsible Contractor Compliance Form RC-1



1. Regulation:

A. Article IV, Division I of Chapter 10 of the Omaha Municipal Code thereon require:

1. That all contractors who submit a bid to City of Omaha shall designate a representative who on behalf of the Contractor, shall fill out completely a Responsible Contractor Compliance Form (RC-1). An incomplete or unsigned RC-1 form will make your bid null and void.

2. Filing this Report (please initial in the boxes below):



Contractor agrees that Contractor will not knowingly employ or hire an employee not lawfully authorized to perform employment in the United States and that the Contractor and all sub-contractors shall use E-Verify to determine work eligibility.



Contractor agrees that Contractor will not knowingly violate Nebraska's Misclassification of Employee law (Neb. Rev. Stat. Section 48-2901 et seq.).



Contractor agrees that Contractor will not knowingly violate Nebraska's Fair Labor Standards Law (Neb. Rev. Stat. Section 73-104 et seq.).



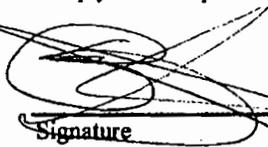
Contractor has not been convicted of any tax violations (local, State and Federal) within the last three years from the date this bid is submitted.



Contractor has not, upon final determination by the Occupational Safety and Health Administration, been convicted of a criminal, repeat, or willful violation of the Occupational Safety and Health Act (OSHA) or been convicted of 3 (three) separate "serious" OSHA violations within the past three (3) years.



Contractor agrees to make a good faith effort to ensure all subcontractors employed on this project comply with the provisions of the Responsible Contractor Compliance Form RC-1.

  
Signature

10-15-12  
Date

By signing, I verify on behalf of the Contractor that the information above is true and correct. Filing false information carries a penalty of up to a \$500 fine or six months in jail. In addition, the contractor and sub-contractors can be subject to immediate disqualification and prohibited from any future City of Omaha contract for a period of 10 years.

## **BULLET RESISTANT VEST SPECIFICATION**

- 1.0 **SCOPE:** The Omaha Police Department will accept sealed bid proposals for approximately 450 male and/or female **Threat Level II** concealable bullet resistant vests to be supplied during the time of a two-year period from \_\_\_\_\_ to \_\_\_\_\_. Complete sealed bid packages, including all documents and samples required by this specification must be received no later than October 17, 2012 by 11:00 am. Bids received after the scheduled deadline or faxed bids will not be accepted.

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

2.0 **MINIMUM REQUIREMENTS:**

The requirements in this specification describe *minimum* acceptable standards for concealable body armor for the Omaha Police Department. The intent is to purchase state-of-the-art concealable body armor with optimum protection with a high degree of wearability. All bidders shall adhere strictly to the requirements stated herein. No Exceptions or Substitutions will be accepted.

- 2.1 **GENERAL QUALITY REQUIRMENTS:** All materials are to be clean, brand new and free of any defects. All workmanship is to be of first quality. No defect that may affect the performance, wearability, or durability of the vest will be tolerated. The Agency shall have the sole right to determine if this and all other requirements have been met.

3.0 **DESIGN REQUIREMENTS:**

The concealable soft body armor described herein is intended for primary use as an undergarment—worn covertly under a uniform or other type of shirt. The ballistic vest shall consist of two primary components—the BALLISTIC PANELS, which consist of the ballistic panels enclosed by a protective, WATERPROOF BALLISTIC PANEL COVER and the BALISTIC VEST CARRIER or “outer shell”.

- 3.1 **GENERAL DESIGN and USER COVERAGE:** The soft body armor must provide maximum practical protective coverage for male and female officers for everyday wear. However, it must not bind or restrict user mobility or wearability. The intent is to provide full wrap or overlap protection of the torso—coverage is to be the maximum available consistent with wearability needs. This is defined as a vest with “full wrap” side panels that “butt fit” at the sides, with no more than 1” gap or overlap design in which the side panels overlap for the highest degree of coverage. Suitable relief of 1”-2” should be allowed between the bottom edge of the vest and the duty belt while standing so that no binding occurs when the officer is in a sitting position. Ample relief must be provided in the armpit region for maximum mobility and a 2”-3” scoop neck must be provided to maintain concealability and prevent the armor from showing when worn under a shirt with an open collar.

**4.0 BALLISTIC PANELS:**

The model preferred by the Omaha Police Department is the *Armor Express HALO*. (No substitutions.) The ballistic panel properties described herein provide the acceptable standards required by this Agency. Specified thickness, flexibility, weight and fit requirements are intended to maximize everyday wear. Any deviation from the specifications shown herein may be cause for rejection.

**4.1 NIJ CERTIFICATION:** Each vest Model must have been tested and certified to comply with the latest requirements of the voluntary National Institute of Justice **NIJ-STD 0101.06 Standard**.

**4.2 BALLISTIC MATERIAL:** The ballistic materials used to manufacture these vests must be a combination of *Twaron® Microfilament Flex Woven Aramid fabric and Twaron® LFT*.

NO ZYLON FABRICS WILL BE PERMITTED.

**4.3 BALLISTIC PANEL PROPERTIES:**

Threat Level	Maximum Areal Density	Maximum Thickness
<u>Male</u> II	<u>Lbs/ft<sup>2</sup></u> .92	<u>Inches</u> .21
<u>Female</u> II	<u>Lbs/ft<sup>2</sup></u> .97	<u>Inches</u> .24

There will be no stitching through the entire ballistic panels, with the exception of bartacking using Aramid thread. Female vests must have shaping darts in the front panels. Female vests must be “overbuilt” from their male equivalent using additional ballistic material for added trauma protection to the typical smaller female form.

**4.4 V-50 BALLISTIC LIMIT TEST:**

Threat Level	NIJ Test Ammo	Average V50 Male
II	9mm 124/FMJ	1,617 ft/s
II	.357 Mag 158/JSP	1,606 ft/s

**4.5 BACKFACE SIGNATURE:**

The average Backface Deformation is to be no greater than the following on the NIJ Certification tests:

<u>Threat Level</u>	<u>NIJ Test Ammo</u>	<u>Avg. Backface Deformation Male</u>
II	9mm	34.4 mm
II	.357 Mag	37.5 mm

**4.6 BALLISTIC PANEL COVER:**

Each ballistic panel shall be permanently covered and SONIC SEAM SEALED in a Waterproof Ripstop Nylon pad cover. This cover must make the ballistic panel completely WATERPROOF protected.

**4.7 BALLISTIC PANEL LABELS:**

- Panel labels will comply with the latest NIJ 0101.06 standard.
- Each ballistic panel will contain an additional "Body Side" label measuring approximately 2 3/4" x 1", also containing the words "Wear this Side Facing the Body!"

**4.8 BALLISTIC PANEL HIDDEN SERIAL NUMBER:**

Each ballistic vest also must contain a concealed label inside the ballistic panel to enable tracing of the panel by serial and lot numbers.

**5.0 BALLISTIC VEST CARRIER:**

Each vest shall be supplied with one *REVOLUTION* carrier(s) in Black color. Individual officers have the option to purchase a second carrier at their expense.

- 5.1 Each outer carrier fabric will be made from lightweight Microfiber with state-of-the-art anti-microbial, odor inhibiting and moisture-wicking fabric inner lining.
- 5.2 Each carrier will contain a plate pocket on the front to hold a 5" x 8" plate or soft pac.
- 5.3 Each carrier will have multiple points of adjustment with Removable 4" wide Adjustable Side Straps with Peel Point technology and 2" wide Removable Elastic Shoulder Straps with Velcro® closures.
- 5.4 Contoured strapping system
- 5.5 *Breathe-O-Prene*® padded shoulders for added comfort
- 5.6 Each carrier will have shoulder epaulets to help hold straps and carrier in place.
- 5.7 Ballistic panels will be inserted through a concealed zippered bottom closure.
- 5.8 Each carrier will have a special "wearstrip" feature, which creates greater durability and longer lasting carriers.
- 5.9 Each carrier will have an interior *Suspension System* to stabilize the ballistic pad.
- 5.10 Tapered Lower Front corners for better, more comfortable fit

- 5.11 Available in both male and female design. Female carrier in *Princess Cut* to form armor to the female figure.
- 5.12 Tails are to be optional at no additional cost.

#### **6.0 BALLISTIC PLATES AND PACS:**

Choose from:

5" x 8" plate/pac to be inserted into the front of the carrier in any of the following models:

- Semi-Rigid *Ara-Shock ICW* Armor Plate made from flex woven Aramid fiber in a rubberized waterproof coating. 5" x 8" weighs .26 lbs. Provides added ballistic protection comparable to level IIIA.
- Soft Armor Pac (*SAP*) made from Aramid fabric covered in waterproof Ripstop nylon fabric. 5" x 8" weighs .30 lbs. Provides added ballistic protection comparable to Level II.

#### **7.0 WARRANTY:**

- 7.1 Each ballistic panel, assuming normal use and lack of abuse, shall be warranted to be free of defects in material and workmanship for 5 YEARS from date of purchase.
- 7.2 Each vest Carrier shall be warranted to be free of defects in material and workmanship for 18 MONTHS from date of purchase.

#### **8.0 PRODUCT LIABILITY INSURANCE:**

The manufacturer shall carry a minimum of \$20 million in product liability insurance on the ballistic panels.

#### **9.0 QUALITY CONTROL PROGRAM:**

Manufacturer shall be currently registered to ISO 9001:2008

#### **10.0 CUSTOM FIT:**

- 10.1 Each vest shall be custom fit and made to measurements taken by factory trained personnel / local Armor Express distributor.
- 10.2 The fit is guaranteed. If officer is not satisfied, the vest may be altered at no cost within the first 30 days. If the vest is unworn, it may be exchanged.
- 10.3 All fittings will be performed at the agency or in the representative's store.
- 10.4 Sizes will be turned into the factory within three working days of measurement.

#### **11.0 PACKAGING & DELIVERY:**

- 11.1 Each vest must be packaged & shipped consistent with good commercial practices.
- 11.2 Each vest shall be packaged in an individual plastic bag and placed in a suitable cardboard box for standard shipping with other vests where applicable.
- 11.3 DELIVERY: Products must be delivered in an expedient timeframe agreed upon between the agency and the vendor.

## CONTRACT

THIS CONTRACT is entered into by and between the City of Omaha, a municipal corporation in Douglas County, Nebraska, sometimes hereinafter referred to as "City," and Alamar Uniforms, sometimes hereinafter referred to as "Contractor."

### RECITALS

WHEREAS, the City of Omaha is desirous of obtaining ballistic vests for members of the Omaha Police Department, as identified in the Specifications attached hereto as part of this Contract; and,

WHEREAS, the Contractor is capable of and desirous of supplying such vests as are set out herein and in the specifications included by reference as part of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **ADDITIONAL CONTRACT PARTS:**

It is understood that the following, which are on file in the office of the City Clerk of the City of Omaha, are made a part of this Contract the same as if fully set out herein:

- a. Specifications for Omaha Police Department ballistic vests.
- b. The Contractor's quote.
- c. The proceedings of the governing body of the City relating to this project are made a part of this Contract the same is if fully set out herein.

2. **DUTIES:**

The Contractor shall provide all items contained in the specifications and ordered by the City.

3. **DELIVERY TIME:**

Orders shall be shipped within 30 working days from receipt of orders from the City and completed sizing forms. Sizing forms will be submitted within three working days of fitting to Armor Express.

4. **TERM:**

It is the intent of the City of Omaha to enter into a two-year price agreement from the date of execution of this agreement. The City reserves the right to extend this agreement for two one-year extensions. This will be at the sole discretion of the City of Omaha.

5. **PRICING:**

The Contractor will provide the specified ballistic vests as per their quote as follows:

Level II, Halo Ballistic system, one Revolution Concealable carrier with Ara-Shock ICW  
Simi Rigid Trauma Plate \$540.00/unit

Level II, Halo Ballistic system, one Revolution Concealable carrier with Soft Armor Pack  
(SAP) Trauma Plate \$540.00/unit

Prices to be firm for two years from date of award of contract. Any requests for price adjustments at the end of the two-year term, and optional year thereafter, must be accompanied by documentation and approved by the Omaha Police Department and the City of Omaha. Price adjustments shall not exceed the change in the Consumer Price Index for the extension year and will be based on the final month of the contract year just completed. Failure to reach agreement on pricing for next year shall be grounds for termination of the contract.

6. **CONSIDERATION:**

For and in consideration of the terms and conditions of this Contract, the City shall pay the Contractor pursuant to the unit costs that are contained in the two-year price agreement for ballistic vests on an "as needed" basis with no minimum order limitations. The bid price shall apply to any size order. Prices will remain firm for the two-year agreement.

7. **MEASUREMENT AND FITTING:**

Armor Express will provide a factory trained and certified instructor to conduct training with the Contractor.

The Contractor will provide measurements and fitting via a local storefront.

Hard or soft trauma plate will be officer's choice. Vest tails will be at the choice of the officer.

8. **FIT AND ALTERATION POLICY:**

The Omaha Police Department shall notify the Contractor within 30 days if alterations are necessary. The Contractor will submit alterations to Armor Express within three working days of measurements being taken. Armor Express shall perform all required alterations of more than one inch within 7 days after shipment of the product at no charge.

9. **WARRANTY:**

Armor Express warranty shall be as follows:

Ballistic Panels (hard and soft trauma plate):	Five Years (60 Months)
Carriers:	18 Months

**10. VIOLATION OF TERMS AND CONDITIONS:**

Violation of the terms and conditions of this contract shall be the grounds for action by the Omaha Police Department and the City of Omaha which may include, but is not limited to, termination of this Agreement.

**11. CANCELLATION CLAUSE:**

This contract may be terminated by either party or parties within thirty (30) days of written notice.

**12. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:**

Annexed hereto and made part hereof by reference, are the equal employment provisions of this Contract. Refusal by the Contractor or Subcontractor to comply with any portion of this program as therein stated and described will subject the offending party to any or all of the following penalties:

- a. Withholding of all future payments under the involved contracts to the Contractor in violation until it is determined that the Contractor or Subcontractor is in compliance with the provisions of the Contract;
- b. Refusal of all future bids for any contracts with the City or any of its departments or divisions until such time as the Contractor or Subcontractor demonstrates that he/she has established and shall carry out the policies of the program as herein outlined.

**13. NON-DISCRIMINATION:**

The Contractor shall not, in the performance of this Contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations, or national origin.

**14. CAPTIONS:**

Captions used in this Contract are for convenience and are not used in the construction of this Contract.

**15. APPLICABLE LAW:**

Parties to this Contract shall conform with all existing and applicable City ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Contract.

**16. INTEREST OF THE CITY:**

Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City contract. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the contract voidable by the Mayor or Council.

17. **INTEREST OF THE CONTRACTOR:**

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Contract; he/she further covenants that in the performance of this Contract, no person having any such interest shall be employed.

18. **MERGER:**

This Contract shall not be merged into any other oral or written contract, lease, or deed of any type. This is the complete and full agreement of the parties.

19. **MODIFICATION:**

This Contract contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

20. **ASSIGNMENT:**

The Contractor may not assign its rights under this Contract without the expressed prior written consent of the City.

21. **STRICT COMPLIANCE:**

All provisions of this Contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

22. **APPROVAL OF AMENDMENTS:**

The parties hereto acknowledge that, as of the date of the execution of this Agreement, Section 10-142 of the Omaha Municipal Code provides as follows: Any amendment to contracts or purchases which, taken alone, increases the original price (a) by ten percent, if the original bid price is One-Hundred-Fifty Thousand Dollars (\$150,000.00) or more, or (b) by Seventy-Five Thousand Dollars (\$75,000.00) or more, shall be approved by the City Council in advance of the acceptance of any purchase in excess of such limits or the authorization of any additional work in excess of such limits; however, neither contract nor purchase amendments will be split to avoid advance approval of the City Council.

23. **NEW EMPLOYEE WORK ELIGIBILITY STATUS:**

Pursuant to and in order to be in compliance with Neb.Rev.Stat. §4-114(2), the parties shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, 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. Lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108 - 113.

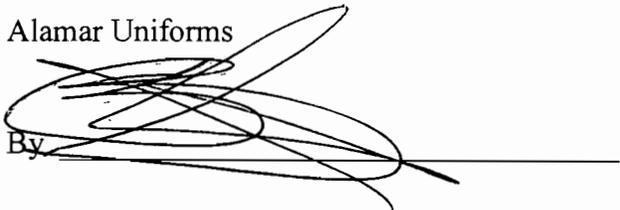
**24. AUTHORIZED REPRESENTATIVE:**

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Contract and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

- (1) City of Omaha  
Todd Schmaderer, Chief of Police  
Omaha Police Headquarters  
505 South 15th Street  
Omaha, NE 68102
  
- (2) Alamar Uniforms  
3105 Leavenworth Street  
Omaha, NE 68105

EXECUTED this 28 day of November, 2012.

Alamar Uniforms

By 

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

CITY OF OMAHA, a Municipal Corporation

\_\_\_\_\_  
City Clerk, City of Omaha

By \_\_\_\_\_

Mayor, City of Omaha

APPROVED AS TO FORM:

  
Assistant City Attorney

S:\OPD\1274ddr

## EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

All contracts hereinafter entered into by the City of Omaha shall incorporate an Equal Employment Opportunity Clause, which shall read as follows: During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability as defined by the Americans With Disabilities Act of 1990 and Omaha Municipal Code 13-89. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. The contractor shall take all actions necessary to comply with the Americans With Disabilities Act of 1990 and Omaha Municipal Code (Chapter 13) including, but not limited to, reasonable accommodation. As used herein, the word "treated" shall mean and include, without limitation, the following: Recruited, whether advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The contractor agrees to make, and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
3. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the contractor's commitments under the Equal Employment Opportunity Clause of the City of Omaha and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall furnish to the Contract Compliance Officer all Federal forms containing the information and reports required by the Federal government for Federal contracts under Federal rules and regulations, and including the information required by 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the Contract Compliance Officer shall be those which are related to paragraphs (1) through (7) of this subsection and only after reasonable notice is given the contractor. The purpose for this provision is to provide for investigation to ascertain compliance with the program provided for herein.
5. The contractor shall take such actions with respect to any subcontractor as the City may direct as a means of enforcing the provisions of paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event the contractor becomes involved in or is threatened with litigation as the result of such directions by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate these provisions (of this division); and in the case of contracts receiving Federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the contractor in the same form and to the same extent as required by the Federal government for Federal contracts under Federal rules and regulations. Such compliance reports shall be filed with the Contract Compliance Officer. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs, and statistics of the contractor and his subcontractors.
7. The contractor shall include the provisions of paragraphs (1) through (7) of this Section, "Equal Employment Opportunity Clause", and Section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.