

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**ANNUAL SUPPLY
OF
Correction Clothing for Guards and Maintenance Staff
Bid No. 13-120**

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

**LANCASTER COUNTY
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Alamar Uniforms, 3105 Leavenworth Street, 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 Correction Clothing for Guards and Maintenance Staff, Bid No. 13-120** 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 line items 1-29, 33-35.

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 or services for County agencies shall not exceed \$ 418,403.50 during the 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
 4. Specifications
 5. Instructions to Bidders
 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.

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:

Bullang Johnson
County Law

The Board of County Commissioners of Lancaster, Nebraska

Deb Schorr
Deb Schorr
Jerry Hudling
Jerry Hudling
Ken B. Schorr

Dated 7/16/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

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	Shelly Hinze, Buyer	Address	Purchasing	Address	Corrections
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		605 S. 10th St.
Phone	1 (402) 441-8313		Lincoln, NE 68516		Lincoln, NE 68508
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	Contact	
			Purchasing		
Bid Number	13-120	Department		Department	
Title	Re-Bid Annual Supply of	Building		Building	
	Corrections Clothing for the		Suite 200		
	Guards and Maintenance	Floor/Room		Floor/Room	
	Employees	Telephone	(402) 441-8313	Telephone	
Bid Type	Bid	Fax		Fax	
Issue Date	04/24/2013	Email	rhinze@lincoln.ne.gov	Email	
Close Date	5/8/2013 12:00:00 PM CT				
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 5/7/2013 12:06:37 PM CT
 Total \$422,329.70

Signature _____

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	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	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 escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Bid subject to escalation after first full year of contract.
6	Price Increases	During the term of the contract if pricing for any item should increase I acknowledge I will submit new adjusted pricing on company letterhead for the item(s).	Y
7	Embroidery Fees	Will there be a set up charge for embroidering the Lancaster County Corrections Logo? Yes/No____. List your one time set up fee.\$____. List your price to embroidery the Lancaster County Corrections Logo onto EACH polo shirt and/or jacket \$_____.	No set up fee, no embroidery fee were specified, add \$2.50 for maintenance uniforms stated may be embroidered in specifications
8	Patch Sewing Fee	Will there be a set up charge for sewing patches onto the shirts and jackets? Yes/No____. List your one time set up fee.____ List your price to sew the Lancaster County Corrections patch onto EACH shirt and/or jacket sleeve \$_____.	No set up fee, No sewing cost to attached department emblems
9	One line Embroidery	List your set up fee for one line embroidery for an employees name.\$_____.	No set up fee, Embroidery Charge for the name \$2.50 each
10	Alterations	Do you have a fee for alterations? Yes/No____. Explain your alteration charges.	No fee for general alterations. Custom alterations priced by the job.
11	Size/Price Structure	If a line item size and pricing structure is different than listed in the line item, I acknowledge that I have listed my pricing with each size in the supplier notes of the designated line item.	Y
12	Stock Items	I acknowledge attaching my list of stock items under the response attachment tab.	Y
13	Numbers in Price Box	 I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items. 	Yes

- | | | | |
|----|--------------------------------|--|---|
| 14 | 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 |
| 15 | Quantities | I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City/County does not guarantee any dollar amount or order quantities for the term of the contract. | Y |
| 16 | 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 |
| 17 | Restocking Fee | Is there a re-stocking charge for returns? Yes/No___

If yes, what is your restocking cost? | None |
| 18 | Delivery | State number of delivery days ARO.
FOB to the City/County at the location specified with all transportation charges paid. | Initial order 30-45 days, reorder 14 days ARO |
| 19 | Contact | Name of person submitting this bid: | Steve Zalkin |
| 20 | Electronic Signature | Please check here for your electronic signature. | Yes |

Line Items

#	Qty	UOM	Description	Response
1	1,100	Ea	Black Mens Supershirt Polyester - Short Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish, Regular and Tall Sizes S - 3XL	\$39.50
<p>Manufacturer: Blauer or Equivalent Manufacturer #: 8675-11</p> <p>Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.</p> <p>Supplier Notes:</p>				
2	30	Ea	Black Mens Supershirt Polyester - Short Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish, Regular and Tall Sizes 4XL	\$52.43
<p>Manufacturer: Blauer or Equivalent Manufacturer #: 8675-11</p> <p>Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.</p> <p>Supplier Notes:</p>				
3	30	Ea	Black Mens Supershirt Polyester - Short Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish, Regular and Tall Sizes 5XL	\$52.43
<p>Manufacturer: Blauer or Equivalent Manufacturer #: 8675-11</p> <p>Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.</p> <p>Supplier Notes: 5XL is a limited stock item. Allow approximately 120 days for delivery.</p>				
4	25	Ea	Black Mens Supershirt Polyester - Short Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish, Regular and Tall Sizes 6XL	\$80.66
<p>Manufacturer: Blauer or Equivalent Manufacturer #: 8675-11</p> <p>Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.</p> <p>Supplier Notes: 6XL is a non stock item. Allow approximately 120 days for delivery.</p>				
5	450	Ea	Black Womens Supershirt Polyester - Short Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish, Regular and Tall XS-3XL	\$39.50
<p>Manufacturer: Blauer or Equivalent Manufacturer #: 8675W-11</p> <p>Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.</p> <p>Supplier Notes: Sizes available are 30-52 All tall shirts are custom made, allow approximately 120 days for delivery, cost \$80.66</p>				

6 10 Ea Black Womens Supershirt Polyester - Short Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish,
 Regular and Tall 4XL \$52.43

Manufacturer: Blauer or Equivalent Manufacturer #: 8675W-11

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.

Supplier Notes: Sizes available are 54-56
All tall shirts are custom made, allow approximately 120 days for delivery, cost \$80.66

7 5 Ea Black Womens Supershirt Polyester - Short Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish,
 Regular and Tall 5XL \$80.66

Manufacturer: Blauer or Equivalent Manufacturer #: 8675W-11

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.

Supplier Notes: Sizes available are 58-60. All regular and tall shirts are custom made. Allow approximately 120 days for delivery.

8 5 Ea Black Womens Supershirt Polyester - Short Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish,
 Regular and Tall 6XL \$80.66

Manufacturer: Blauer or Equivalent Manufacturer #: 8675W-11

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.

Supplier Notes: Sizes available are 60-62. All regular and tall shirts are custom made. Allow approximately 120 days for delivery.

9 650 Ea Black Mens Supershirt Polyester - Long Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish,
 Neck sizes 14-22.5 inches, Sleeve length 31-39 \$43.00

Manufacturer: Blauer or Equivalent Manufacturer #: 8670-11

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes: Stock sizes available:14.5/31,33, 15/31,33, 15.5/31,33,35, 16/31,33,35, 16.5/31,33,35,37, 17.5/33,35,37, 18/33,35,37, 18.5/33,35,37, 19.5/35,37,39, 20.5/35,37,39 21.5/35,37,39, 22.5/35,37,39

10 300 Ea Black Womens Supershirt Polyester - Long Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish,
 Regular Sizes 30 - 50 \$43.00

Manufacturer: Blauer or Equivalent Manufacturer #: 8670W-11

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

11 1,000 EA Black Mens 5.11 Tactical Taclite Pro Pants
Waist Size 28 - 44, inseam 30 inches - 36 inches (or unhemmed option) \$38.04

Manufacturer: 5.11 or Equivalent Manufacturer #: 74273-019

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes: Pants stocked even inseams only. Hemming to odd size inseams available.

12 50 Ea Black Mens 5.11 Tactical Taclite Pro Pants
Waist Size 46 - 54, inseam 30 inches - 36 inches (or unhemmed option) \$44.95

Manufacturer: 5.11 or Equivalent Manufacturer #: 74273X-019

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

13 650 Ea Black Womens Regular and Tall 5.11 Tactical Taclite Pro Pants
Size 2 - 20 \$38.04

Manufacturer: 5.11 or Equivalent Manufacturer #: 64360-019

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

14 400 Ea Black and/or Grey Mens Performance Tactical Short Sleeve Polo
 Sizes S-6XL \$29.70

Manufacturer: Elbeco or Equivalent Manufacturer #: K5131 and/or K5138

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

15 150 EA Black and/or Grey Womens Performance Tactical Short Sleeve Polo
 Sizes SM -4XL \$29.70

Manufacturer: Elbeco or Equivalent Manufacturer #: K5171LC and/or K5178LC

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

16 325 Ea Optional - Black Mens Tactical Short Sleeve Performance Polo
Sizes XS - 2XL \$31.88

Manufacturer: 5.11 or Equivalent Manufacturer #: 71049-019

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

17 50 Ea Optional - Black Mens Tactical Short Sleeve Performance Polo
 Size 3XL \$36.15

Manufacturer: 5.11 or Equivalent Manufacturer #: 71049-019

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.

Supplier Notes:

18 25 Ea Optional - Black Mens Tactical Short Sleeve Performance Polo
Sizes 4XL-6XL \$96.76

Manufacturer: 5.11 or Equivalent Manufacturer #: 71049-019

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes: Custom made sizes, allow approximately 90 days for delivery

19 150 Ea Optional - Black Womens Tactical Short Sleeve Performance Polo
Size S - XL \$31.88

Manufacturer: 5.11 or Equivalent Manufacturer #: 61165-019

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

20 200 Ea Optional - Black Tactical Double Duty Jacket XS - 4XL \$97.98

Manufacturer: 5.11 or Equivalent Manufacturer #: 48096-019

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes: Sizes 3XL and 4XL cost is \$103.75

21 200 Ea Optional - Black Short Summit Duty Jacket
Sizes XS - 4XL \$166.53

Manufacturer: Elbeco or Equivalent Manufacturer #: 3920

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

22 200 Ea Optional - Black Regular Summit Duty Jacket
Size XS-4XL \$166.53

Manufacturer: Elbeco or Equivalent Manufacturer #: 3920

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

23 200 Ea Optional - Black Long Summit Duty Jacket
 Size XS-4XL \$166.53

Manufacturer: Elbeco or Equivalent Manufacturer #: 3920

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

24 200 Ea Optional - Black Regular Defender Echo Softshell Jacket
Sizes S-5XL \$99.86

Manufacturer: Propper or Equivalent Manufacturer #: F5474-07-001

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

25 200 Ea Optional - Black Long Defender Echo Softshell Jacket
 Sizes M-3XL \$99.86

Manufacturer: Propper or Equivalent Manufacturer #: F5474-07-001

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

26 200 Ea Optional - Black Regular Defender Alpha Classic Duty Jacket
Sizes XS-5XL \$117.20

Manufacturer: Propper or Equivalent Manufacturer #: F5475-75-001

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

27 200 Ea Optional - Black Long Defender Alpha Classic Duty Jacket
Sizes M-3XL \$117.20

Manufacturer: Propper or Equivalent Manufacturer #: F5475-75-001

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

28 50 Ea Loose Fit Stonewash Dungaree Jeans
Size 28-42 \$16.52

Manufacturer: Redcap or Equivalent Manufacturer #: PD80SW

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

29 20 Ea Loose Fit Stonewash Dungaree Jeans
Size 44-50 \$19.82

Manufacturer: Redcap or Equivalent Manufacturer #: PD80SW

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

30 40 Ea Mens Performance Polo Short Sleeve
 Sizes S-2XL \$31.88

Manufacturer: 5.11 or Equivalent Manufacturer #: 71049-860

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

31 5 Ea Mens Performance Polo Short Sleeve
Size 3XL \$36.15

Manufacturer: 5.11 or Equivalent Manufacturer #: 71049-860

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.

Supplier Notes:

32 5 Ea Mens Performance Polo Short Sleeve
 Size 4XL \$96.76

Manufacturer: 5.11 or Equivalent Manufacturer #: 71049-860

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.

Supplier Notes: Custom made. Allow approximately 90 days for delivery.

33 25 Ea Mens Performance Polo Long Sleeve
Sizes XS-2XL \$34.95

Manufacturer: 5.11 or Equivalent Manufacturer #: 72049-860

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

34 5 Ea Mens Performance Polo Long Sleeve
Size 3XL \$36.88

Manufacturer: 5.11 or Equivalent Manufacturer #: 72049-860

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.

Supplier Notes:

35 5 Ea Mens Performance Polo Long Sleeve
Size 4XL \$99.75

Manufacturer: 5.11 or Equivalent Manufacturer #: 72049-860

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.

Supplier Notes: Custom made. Approximately 90 days for delivery

36 40 Ea Mens regular and long wrinkle resistant cotton work shirt short sleeve
Size S-XL \$16.47

Manufacturer: Redcap or Equivalent Manufacturer #: SC40SG

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

37	15	Ea	Mens regular and long wrinkle resistant cotton work shirt short sleeve Sizes 2XL-4XL	\$19.45
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Manufacturer: Redcap or Equivalent Manufacturer #: SC40SG

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

38	5	Ea	Mens regular and long wrinkle resistant cotton work shirt short sleeve Size 5XL	\$29.88
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Manufacturer: Redcap or Equivalent Manufacturer #: SC40SG

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.

Supplier Notes: Custom made. Allow approximately 45 days for delivery

39	25	Ea	Mens regular and long wrinkle resistant cotton work shirt long sleeve Size S-XL	\$19.70
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Manufacturer: Redcap or Equivalent Manufacturer #: SC30SG

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

40	10	Ea	Mens regular and long wrinkle resistant cotton work shirt long sleeve Size 2XL-4XL	\$39.40
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Manufacturer: Redcap or Equivalent Manufacturer #: SC30SG

Item Notes: You must list your mfg. and model number in the supplier notes section of the line item if bidding an equivalent.
Vendor must specify in the supplier notes if pricing structure is broke down different then listed in the line item.

Supplier Notes:

Response Total:	\$422,329.70
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**SPECIFICATIONS
CORRECTIONS STAFF CLOTHING**

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Lancaster County Corrections Guard and Maintenance Clothing.
- 1.2 Bid prices shall include entire cost of the clothing plus delivery.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Rachelle Hinze, Buyer (rhinze@lincoln.ne.gov) or Fax: (402)441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders as an addenda.
 - 1.3.2 The City of Lincoln/Lancaster County shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.4 The County shall enter into a contract with the awarded Vendor for a period of four years upon the executed contract.
- 1.5 It is estimated that the Lancaster County Corrections will purchase approximately \$400,000.00 during the four year term.
 - 1.5.1 Approximately \$200,000.00 will be ordered during the first year of the contract.
- 1.6 Lancaster County Corrections will be purchasing uniforms for 42 female officers and 111 male officers at the beginning of the contract.
 - 1.6.1 More uniforms will be purchase throughout the contract as Corrections will be hiring more employees.
 - 1.6.2 Jackets may be purchased for each employee during the term of the contract.
- 1.7 Vendor shall attach a list of stock items under the response attachment tab of the bid.

2. SAMPLES

- 2.1 One sample of each item being bid shall be submitted in the color requested with the vendors bid **IF bidding other than specified brand and style.**
 - 2.1.1 Sample shall be mailed to:
 - City of Lincoln Purchasing Department
 - Attn: Shelly Hinze
 - 440 South 8th Street, Ste. 200
 - Lincoln, NE 68508
 - 2.1.2 Samples will not be returned unless a call tag is sent with the samples.
- 2.2 Manufacturers brochures and specifications of the equivalent shall be attached to the Response Attachment section of your ebid response for the brand and style being bid.

3. ACCEPTANCE OF MATERIAL

- 3.1 Orders will be placed on an as needed basis by the Lancaster County Corrections.

- 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 Vendor 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 Corrections
Justice & Law Enforcement Center _____
605 S. 10th Street
Lincoln, NE 68508
- 4.2 Deliveries shall be made between the hours of 7:00 a.m. and 4:00 p.m., CDT, on normal Lancaster County working days.
- 4.3 Delivery of in-stock items are to be delivered within 4 days of receipt of order.
- 4.4 Delivery of non-stock items are to be delivered within 10 days of receipt of order.

5. WORKMANSHIP

- _____ 5.1 Each garment shall be new, clean, well made in a workmanlike manner and show no raw edges or defective stitching in any part of the garment.

6. INVENTORY

- 6.1 Successful bidder shall guarantee an adequate stock of standard sizes at all times to meet delivery requirements as listed in section 4.

7. SHIPMENT

- _____ 7.1 Garments shall be shipped in strong boxes to prevent damage in shipment.
- 7.2 Each box shall identify the type of clothing and sizes contained therein.

8. MEN'S AND WOMEN'S GUARD DUTY SHIRTS BLAUER OR EQUIVALENT

- 8.1 8 oz. 100% Polyester with 10% stretch and liquid repellent finish
- 8.2 Abrasion resistant, stretch nylon mesh side panels
- 8.3 Pleated patch pockets with hook and loop flaps, pencil slot on left, and secure vertical compartment
- 8.4 TASER AXON integration system with wire ports on side panels
- 8.5 Reflective trim for 360 degree night visibility
- 8.6 Extra long shirt tail
- 8.7 Zippered front with mock buttons
- 8.8 Center positioned mic tab
- 8.9 Various sizes as needed in regular and tall.
- 8.10 Black color
- 8.11 Short sleeve version with sport collar
- 8.12 Long sleeve version with banded collar
- 8.13 Shirts shall have Lancaster County Corrections patch sewn on each

sleeve.

8.14 Approximately 210 shirt's were ordered last year.

9. MENS AND WOMEN'S 5.11 TACLITE PRO PANT OR EQUIVALENT

- 9.1 65% Polyester, 35% Non-fading poly cotton pant, 6.14oz., tear and water resistant ripstop with HR teflon
 - 9.1.1 Self adjusting side elastic waist
 - 9.1.2 Belt loop and key ring
 - 9.1.3 Tool strap
 - 9.1.4 Front pleat and crotch gusset
 - 9.1.5 Double reinforced seat and knees
 - 9.1.6 Hemmed and unhemmed
 - 9.1.6 Extra heavy 5 thread construction seams
- 9.2 Pockets - front and back
 - 9.2.1 Back pocket with velcro closure
 - 9.2.2 Knife pocket size to accommodate C.U.B. knife
 - 9.2.3 Cell pocket with velcro closure
 - 9.2.4 Cargo pocket with box pleat in center and flap with two velcro closures
 - 9.2.5 Magazine and knife pocket reinforced with Cordura binding
- 9.3 All sizes available as requested
- 9.4 Black in color
- 9.5 Approximately 150 mens pants were ordered last year.
- 9.6 Approximately 50 women's pants were ordered last year.

10. ELBECO UFX MENS AND WOMENS TRAINING POLO'S OR EQUIVALENT

- 10.1 100% Polyester with moisture control and anti-microbial technology
- 10.2 Dual mic pockets on shoulders and center mic loop on placket
- 10.3 Hidden pen pocket on left sleeve
- 10.4 Side panels
- 10.5 No roll collar
- 10.6 UPF 40+ protection from UV rays
- 10.7 Black and/or grey in color
- 10.8 Polo shall have the Lancaster County Corrections embroidery on the left breast area (see attached design in the attachment section of the bid).
 - 10.8.1 Embroidery shall be 3.66"L x 1.81" H in white 0015 thread with a stitch count of 4271 overall.
- 10.9 Approximately 100 polos to be ordered during the first year of the contract.

11. 5.11 TACTICAL MENS AND WOMENS TRAINING POLO'S OR EQUIVALENT

- 11.1 .7oz. 100% Smart weave moisture wicking no snag polyester jersey knit polo
- 11.2 No roll collar with flexible collar stays
- 11.3 Reinforced dual pen pockets on left sleeve
- 11.4 Mic clips at center placket and shoulders
- 11.5 Pen pockets on left sleeve
- 11.6 Gusset sleeves

- 11.7 Black in color
- 11.8 Polo shall have the Lancaster County Corrections embroidery on the left breast area (see attached design in the attachment section of the bid).
 - 11.8.1 Embroidery shall be 3.66"L x 1.81" H in white 0015 thread with a stitch count of 4271 overall.
- 11.9 This is the first year for this item.

12. 5.11 DOUBLE DUTY JACKET OR EQUIVALENT

- 12.1 Water-resistant 100% nylon exterior shell with 100% polyester zip-out quilted interior liner
- 12.2 Above the belt length jacket
- 12.3 Back-Up belt system
- 12.4 Chest pockets
- 12.5 Badge tab delivered, unattached, with jacket
- 12.6 Hidden pen pocket on cuff tab
- 12.7 Sleeve cuff
- 12.8 Jackets shall have the Lancaster County Corrections patch sewn on both sleeves.
- 12.9 Black in color
- 12.10 Approximately 100 jacket's maybe ordered between any style of the jackets listed in the bid.

13. ELBECO SUMMIT DUTY JACKET OR EQUIVALENT

- 13.1 Waist length jacket with two inside pockets and detachable lined military-style epaulets.
- 13.2 360° telescopic sleeve
- 13.3 Removable zippered Thinsulate liner with zip-off sleeves, snap attachment to hold liner sleeves in place.
- 13.4 Double storm fly front with concealed snaps and two-way delrin zipper
- 13.5 Reflective safety system--stand-up collar, turn-up cuffs, and pull-out pocket tab
- 13.6 Waterproof protection on seams
- 13.7 Badge tab with metal eyelets
- 13.8 Jackets shall have the Lancaster County Corrections patch sewn on both sleeves.
- 13.9 Black in color
- 13.10 Approximately 100 jacket's maybe ordered between any style of the jackets listed in the bid.

14. PROPPER DEFENDER SOFTSHELL JACKET OR EQUIVALENT

- 14.1 Water repellent 95% polyester/ 5% spandex stretch-woven shell jacket
- 14.2 DuPont™ Teflon® fabric protector to repels stains and liquids
- 14.3 Zippered exterior chest pocket
- 14.4 Zipper front with cord pull
- 14.5 Side access zippers allow access to duty belt/weapon
- 14.6 Jackets shall have the Lancaster County Corrections patch sewn on both sleeves.
- 14.7 Black in color

14.8 Approximately 100 jacket's maybe ordered between any style of the jackets listed in the bid.

15. PROPPER DEFENDER CLASSIC DUTY JACKET OR EQUIVALENT

- 15.1 Windproof and water repellent 100% nylon jacket
- 15.2 Removable, quilted, insulated liner with detachable sleeves
- 15.3 Zipper front with cord pull
- 15.4 Custom-molded badge tab accepts standard law enforcement badges
- 15.5 Articulated three-piece sleeve construction
- 15.6 Side access zippers
- 15.7 Jackets shall have the Lancaster County Corrections patch sewn on both sleeves.
- 15.8 Black in color
- 15.9 Approximately 100 jacket's maybe ordered between any style of the jackets listed in the bid.

16. MAINTENANCE 5.11 TACTICAL PERFORMANCE POLO OR EQUIVALENT

- 16.1 6.7 oz. 100% polyester jersey
- 16.2 Fade, shrink and wrinkle-resistant
- 16.3 Anti-microbial
- 16.4 Gusset sleeve
- 16.5 Mic clip on shoulders and on bottom of placket
- 16.6 Quantity of 20 long and 20 short sleeves shirts to be ordered during the first term of the contract.
- 16.7 No roll collar with flexible collar stays
- 16.8 Pen pocket on left sleeve
- 16.9 All sizes in long and short sleeve available as requested
- 16.10 LE Green (860) in color
- 16.11 Polo may have the Lancaster County Corrections embroidery on the left breast area (see attached design in the attachment section of the bid).
 - 16.11.1 Embroidery shall be 3.66"L x 1.81" H in white 0015 thread with a stitch count of 4271 overall.

17. MAINTENANCE JEANS

- 17.1 Stonewash loose fit 100% cotton dungaree or equivalent
- 17.2 Two deep scoop front pockets, two oversize hip pockets, double rule pocket on right leg, hammer loop on left leg.

18. MAINTENANCE WORK SHIRT

- 18.1 6 oz., twill 100% cotton wrinkle resistant
- 18.2 Two button-thru hex-style pockets with angled bar tacks, bar tacked pencil stall on left pocket.
- 18.3 Quantity of 20 long and 20 short sleeves shirts to be ordered during the first term of the contract.
- 18.4 All sizes available as requested
- 18.5 Spruce green
- 18.6 Work shirt may have the Lancaster County Corrections embroidery on the

left breast area (see attached design in the attachment section of the bid).
18.6.1 Embroidery shall be 3.66"L x 1.81" H in white 0015 thread with a stitch count of 4271 overall.

20. RETURN POLICY

- 20.1 Successful bidder shall offer a full money back return policy for items that are unworn and undamaged for reasons of defect or wrong size.
- 20.2 Returns to the vendor shall be made within thirty (30) days to quality for full credit.
- 20.3 Successful bidder shall accept returns by mail, drop off at the vendor's location or onsite pickup.

Lancaster
County
Corrections

SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA

PURCHASING DIVISION

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or Bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, the bid attributes, the bid attachments, and the bid has been submitted in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. INDEPENDENT PRICE DETERMINATION

- 4.1 By submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 5.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County; and Bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 6.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the advertised date and the contract award, Bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the E-Bid form. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances and explain by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the County's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If items are small and mailable, and the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the County of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items meet specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this bid shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the County; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the County reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible Bidder whose bid will be most advantageous to the County, and as the County deems will best serve the requirements and interests of the County.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The County reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the Bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.
- 18.4 The County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

- 19.1 All Bidders shall take special notice of the insurance provisions required for all County contracts (see *Insurance Clause for All County Contracts*).

20. EXECUTION OF CONTRACT

- 20.1 Depending on the type of service provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
 - a. **PURCHASE ORDER**, unless otherwise noted.
 - 1. This contract shall consist of a Lancaster County Purchase Order.
 - 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
 - b. **CONTRACT**, unless otherwise noted.
 - 1. County will furnish of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 3. The County will sign and date the Contract and submit the Contract to the County Board of Commissioners for approval and signature.
 - 4. Upon approval and signature, the County will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

22. E-VERIFY

- 22.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.

Advertise 2 times
April 24, 2013
May 1, 2013

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Wednesday, May 8, 2013** for providing the following:

Re-Bid Annual Supply for Lancaster County Corrections
Guard and Maintenance Clothing
Bid No. 13-120

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration")

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8313 or (402) 441-7410 or rhinze@lincoln.ne.gov