

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Annual Supply of
Correctional Facility Clothing and Supplies
Bid No. 17-157**

**Bob Barker Company, Inc.
P.O. Box 890885
Charlotte, NC 28289
800-334-9880**

**LANCASTER COUNTY
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Bob Barker Company, Inc., P.O. Box 890885, Charlotte, NC 28289, 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:

Correctional Facility Clothing and Supplies, Bid No. 17-157

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 through 40, the "Market Basket", of Contractor's Proposal and a 4% discount on all other items ordered through the Company catalogs.

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.

"Contracted Vendors" shall mean all vendors who contract or who have contracted with the County pursuant to Bid No. 17-157 for Correctional Facility Clothing and Supplies. "Contracts" shall mean the collective contracts entered into between the County and the Contracted Vendors pursuant Bid No. 17-157 for Correctional Facility Clothing.

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, and the catalog discount. The County shall order on an as-needed basis for the duration of the contract. The total expenditures for all contracts for County agencies for this bid shall not exceed \$300,000.00 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. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term with the option to renew for one (1) additional four (4) year period if mutually agreed upon between all parties.
8. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.

9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Addendum No. 1
 4. Specifications
 5. Attachment A - Commonly Purchased Items
 6. Term Contract Provisions
 7. Instructions to Bidders
 8. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, 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 upon completion of signatures on:

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

Annual Supply of
Correctional Facility Clothing and Supplies
Bid No. 17-157
Lancaster County
Bob Barker Company, Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Robert M. Baul Seal
Secretary



Bob Barker Company, Inc.

Name of Corporation

134 N. Main Street, Fuquay-Varina, NC 27526
Address

By: ERIKA FLYNN
Duly Authorized Official

Contract Specialist
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

**Annual Supply of
Correctional Facility Clothing and Supplies
Bid No. 17-157
Lancaster County
Bob Barker Company, Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Suzanne Ideus Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address
Email	SMIdeus@lincoln.ne.gov	Contact	Suzanne Ideus, Assistant Purchasing Agent	Contact
Phone	(402) 441-7414		Purchasing	Department
Fax	(402) 441-6513			Building
Bid Number	17-157 Addendum 1	Department		Floor/Room
Title	Annual Supply of Correctional Facility Clothing and Supplies	Building	Suite 200	Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	6/9/2017 04:32 PM (CT)	Telephone	(402) 441-7414	Email
Close Date	6/27/2017 12:00:00 PM (CT)	Fax	(402) 441-6513	
		Email	SMIdeus@lincoln.ne.gov	

Supplier Information

Company	Bob Barker Company, Inc
Address	PO Box 890885 Charlotte, NC 28289
Contact	Jack Frankenfield
Department	
Building	
Floor/Room	
Telephone	(800) 334-9880
Fax	(800) 322-7537
Email	accounting@bobbarker.com
Submitted	6/26/2017 11:06:38 AM (CT)
Total	\$63,889.50

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Erika Flynn Email erikaflynn@bobbarker.com

Supplier Notes

All stock items bid, except SSNV 5XL-7XL.

Delivery for all items - 7-10 days ARO

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html</p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	No - Corporation
2	Instructions to Bidders	I acknowledge reading, understanding and agree to the Instructions to Bidders.	Yes
3	Specifications	I acknowledge reading, understanding and agree to the specifications.	Yes
4	Attachment A	I have completed "Attachment A" and included in the Supplier Response Attachment section.	Yes
5	Sample Contract	I acknowledge reading, understanding and agree to the sample contract.	Yes
6	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Term Clause with Escalation/De-Escalation	<p>I acknowledge that the term of the contract will be a four (4) year term from the date of the executed contract.</p> <p>(a) Bid prices will remain firm on the Market Basket Items for the first full contract period. YES or NO _____</p> <p>(b) Bid prices subject to escalation/de-escalation YES or NO _____</p> <p>(c) If (b), state period for which prices will remain firm: through _____</p>	Yes
9	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The County does not guarantee any dollar amount or order quantities for the term of the contract.	Yes

10	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
11	Purchase Order, Contract and Delivery Contact	The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.	Erika Flynn - 919-753-1657 - Erikafllynn@bobbarker.com
12	Bid Award	a) 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. Do you agree and understand? Yes/No _____ b) Is your pricing based on all-or-nothing basis, please indicate is so. Yes/No _____	Yes
13	Link to Catalog	Provide a link to your current catalog that corresponds with the percentage discount being given.	https://www.bobbarker.com/
14	Catalog Frequency	Indicate how frequent your catalog changes (i.e. Yearly).	Yearly
15	% Discount on Catalog Items	Indicate the percentage (%) discount that will be applied to items ordered from your catalogs for orders placed by the Owners: *Note: This percentage discount shall apply to all catalog items other than those listed in Line items 1 through 40 of Ebid.	4%
16	Samples & Product Literature	A) I understand and agree that if our company is bidding something other than what is being requested, the Owners may request that we supply one (1) sample of each such item, including any requested product literature available, and we intend to comply: Indicate YES or NO: _____ B) Our company will respond to such request timely and ship to the destination indicated in the request within three (3) business days after the request. Indicate YES or NO: _____ (C)*Respond here only if you indicated "NO" to "B" - Our company cannot furnish requested samples and any desired literature within (3) business days, after the request. We are able to provide the requested sample(s) to arrive at the destination within _____ business days from the request. (D) If product literature is requested and not available, we will notify the requesting department, in writing, promptly and answer any questions asked to substantiate compliance with requirements. Indicate YES or NO: _____.	Yes
17	Contact	Name of person submitting this bid:	Erika Flynn
18	Electronic Signature	Please check here for your electronic signature.	Yes

- | | | |
|--|--|-----|
| 19 Agreement to Addendum No. 1 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. | Yes |
| 20 Proprietary Information for Bids/Quotes/RFP's | I have read, understand and agree to the Proprietary Information for Bids/Quotes/RFP's. | Yes |

Line Items

#	Qty	UOM	Description	Response
1	2,700	PR	EVA Sandal in orange for both men and women Lightweight to prevent usage as a weapon Desire side marking for visibility ease when sorting Desired Colors: Orange or Black - Other colors would be acceptable as well Sizes: Small to 3X-Large	\$1.98

Manufacturer: Bob Barker SEVA-OR/SEVA-BK or Equal

Item Notes: Enter your price per pair.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Colors	List your Product Description, Manufacturer, Item Number and Colors:	Bob Barker SEVA-OR/SEVA-BK
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	S-3XL
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Packaging	Advise the standard quantity of same size per master carton and method of packaging.	Sold by Pair or 36 each per master carton (6 pair per poly bag, 36 pair in a box)

2	2,300	PR	Velcro Closure Canvas Shoes - Low Cut, Black only Three Velcro tab closures with non-metal, reinforced eyelets Sizes: 5-17	\$4.89
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Manufacturer: Bob Barker #B854 or Equal

Item Notes: Enter your price per pair.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Color	List your Product Description, Manufacturer, Item Number and Color:	Bob Barker #B854
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	5-17

3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
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4	Packaging	Advise how many pairs of the same size and color per master carton.	Sold by Pair or 12 Pairs per master carton
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3	400	PR	White Tube Sock - One Size	\$4.49
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Manufacturer: Bob Barker #1700-W or Equal

Item Notes: Enter your price per pair.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer and Item Number:	Bob Barker 1700-W
2	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
3	Packaging	Advise the standard quantity per package and method of packaging.	Sold by the dozen or 15 dozen per master carton

4	200	EA	Tristitch Shirt 3 needle felling stitching Non-binding V-Neck One breast pocket Desire color-coded size labels Bleach resistant dye suitable for institutional laundry and bleaching with minimal shade loss. Eight (8) Mandatory colors: Navy, Maroon, Lime Green, Khaki, Gray, Dark Green, White and Orange. Size Range: Small to 10X-Large	\$4.64
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Manufacturer: Bob Barker #TGS or Equal

Item Notes:

Supplier Notes: Sizes Small through 6XL - \$4.64
Sizes 7XL through 10XL - \$6.64

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Colors	List your Product Description, Manufacturer, Item Number and Colors:	Bob Barker TGS - All mandatory colors
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	S-6XL

3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Special Ordering Requirements	Indicate if there are any special ordering requirements (i.e. minimum order quantities on custom sizes and color, advise how many weeks for delivery after receipt of an order).	7-10 days
5	Packaging	Advise the standard quantity per package and method of packaging.	Sold by each

5 200 EA Tri-Stitch Trousers \$5.64
 3 needle felling stitching
 No pockets
 Desire color-coded size labels
 Bleach resistant dye suitable for institutional laundry and bleaching with minimal shade loss.
 Eight (8) Mandatory colors: Navy, Maroon, Lime Green, Khaki, Gray, Dark Green, White and Orange.
 Size Range: Small to 10X-Large

Manufacturer: Bob Barker #TGT or Equal

Item Notes:

Supplier Notes: Sizes Small through 6XL - \$5.64
 Sizes 7XL through 10XL - \$7.64

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Colors	List your Product Description, Manufacturer, Item Number and Colors:	Bob Barker #TGT
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	S-6XL - All mandatory colors
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Special Ordering Requirements	Indicate if there are any special ordering requirements (i.e. minimum order quantities on custom sizes and color, advise how many weeks for delivery after receipt of an order).	7-10 days
5	Packaging	Advise the standard quantity per package and method of packaging.	Sold by each

6 345 DOZ White 100% Cotton T-Shirt (345 Dozen) \$17.98
 Regular and Long Cut (Price to be per "Dozen")
 Sizes: Small to 10X-Large

Manufacturer: Bob Barker #671 or Equal

Item Notes:

Supplier Notes: Sizes Small through XL - \$17.98
 Sizes 2XL, 3XL - \$19.98
 Size 4XL - \$22.98
 Sizes 5XL through 7XL - \$25.98

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product	List your Product Name/Mfg/Item Number:	Bob Barker #671
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	S-XL
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Packaging	Advise the standard quantity per package and method of packaging(i.e. 72 each same size per master carton).	Sold case of 12

7 540 EA Knee Length Walking Shorts \$3.59
 7" Inseam
 3-needle construction
 Colors: Navy and Orange
 Pull-on boxer style shorts, elastic waistband, no drawstrings or pockets
 Sizes: Medium to 6X-Large

Manufacturer: Bob Barker #618/623 or Equal

Item Notes:

Supplier Notes: 618/623 Sizes Medium through XL - \$3.59
 618/623 Sizes 2XL, 3XL - \$4.59
 618/623 Sizes 4XL, 6XL (NO 5XL) - \$5.59

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Colors	List your Product Description, Manufacturer, Item Number and Colors:	Bob Barker #618/623
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	618/623 - M-XL

3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Packaging	Advise the standard quantity for each same size per master carton and method of packaging.	Sold by each

8 135 DOZ Towel, Heavy, White \$12.29
Size: Approximately 22" x 44"

Manufacturer: Bob Barker #BT2244 or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer and Item Number:	Bob Barker #BT2244
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	22x44
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Packaging	Advise the standard quantity per package and method of packaging.	Sold by dozen

9 150 EA Opaque In-Cell Organizer with Handles - Clear Box \$11.97
Size: Approximately 16"W x 24"D x 12"H
Material should be collapsible, fire-retardant and reusable.
Opaque for ease of inspection
*Passes NFPA 701 Fire Test

Manufacturer: Bob Barker #CB16241 or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer and Item Number:	Bob Barker #CB16241
2	Item Size	Provide the dimensions of the item being bid and confirm it passes NFPA 701 Fire Test:	16"W x 24"D x 12"H

3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
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10	20	DOZ	Laundry Bag, Slip Lock Size: Approximately 30" x 48" White, Non-absorbent 100% polyester mesh	\$35.97
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Manufacturer: Bob Barker #W3048 or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer and Item Number:	Bob Barker #W3048
2	Size	Indicate the dimensions of the item being bid:	30x48
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Packaging	Advise the standard quantity per package and method of packaging.	Sold by dozen

11	33	CS	Maximum Security Clear Single Blade Razor Stainless Steel Blade Clear, safety cap that can be removed Constructed as one piece (Desire 1,000 per case)	\$51.95
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Manufacturer: Bob Barker #CLR1000 or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer and Item Number:	Bob Barker #CLR1000
2	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
3	Packaging	Advise the standard quantity per package/case and method of packaging.	Sold Case of 1,000

12 15 CS Beige Blanket \$80.70
 Size: Approximately 66" x 90"
 Flame Resistant
 Meets ASTM D 4151 Flammability Standards
 Hemmed all 4 Sides
 Desire 100% Recycled Material

Manufacturer: Bob Barker #CZ6690BG or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Color	List your Product Description, Manufacturer, Item Number and Color:	Bob Barker #CZ6690BG
2	Size	Indicate the size of the item being bid:	66x90
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Packaging	Advise the standard quantity per package/case and method of packaging.	Sold case of 15

13 40 DOZ Flat Sheets, White \$31.98
 Size: Approximately 66" x 104"

Manufacturer: Bob Barker #SH66104L or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Color	List your Product Description, Manufacturer, Item Number and Color:	Bob Barker #SH66104L
2	Size	Indicate the size of the item being bid:	66x104
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Packaging	Advise the standard quantity per package and method of packaging.	Sold by dozen

14 42 DOZ Sports Bras, White \$16.98
 Sizes: 32-54 A-D

Manufacturer: Bob Barker #EBASPLS or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product	List your Product Name/Mfg/Item Number:	Bob Barker #EBASPLS
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	32-54
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Packaging	Advise the standard quantity per package and method of packaging(i.e. how many quantity each of same size per dozen).	Sold by dozen

15 186 DOZ Boxers, White \$10.80
 Sizes: Small to 10X-Large

Manufacturer: Bob Barker #EBXLSQ or Equal

Item Notes:

Supplier Notes: Not available in Size 7XL
 Sizes Small - XL - \$10.80
 Size 4XL - \$13.80
 Size 5XL, 6XL - \$15.80
 Size 8XL through 10XL - \$17.80

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product	List your Product Name/Mfg/Item Number:	Bob Barker #EBXLSQ
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	Small - XL
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes

4 Packaging Advise the standard quantity per package and method of packaging (i.e. how many quantity each of same size per dozen). Sold by dozen

16 45 DOZ Cotton White Panties \$6.68
 Sizes: 5-16

Manufacturer: Bob Barker #DLBLCTN or Equal

Item Notes:

Supplier Notes: Sizes 5-9 - \$6.68
 Sizes 10-16 - \$7.68

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product	List your Product Name/Mfg/Item Number:	Bob Barker #ELBLCTN
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	5-9
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Packaging	Advise the standard quantity per package and method of packaging (i.e. how many quantity each of same size per dozen).	Sold by dozen

17 40 PR Anti-Skid Waterproof PVC Knee boots, Plain Toe \$11.58
 Soft and pliable, non-cracking PVC
 Rugged one-piece injection molded construction
 Heavy-duty, anti-skid outsole
 Molded shank for extra support, *No Metal
 Height: Approximately 16"
 Sizes: 4-15

Manufacturer: Bob Barker #KBP or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Colors	List your Product Description, Manufacturer, Item Number and Colors:	Bob Barker #KBP
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	4-15

3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Packaging	Advise the standard quantity of same size per master carton and method of packaging.	Sold by pair

18 250 EA Sweatshirt \$6.79
 Colors: Navy and Orange
 Sizes: Small to 10X-Large

Manufacturer: Bob Barker #SSNV or Equal

Item Notes:

Supplier Notes: Sizes Small-4XL - \$6.79
 Sizes 5XL, 6XL, 8XL (NOT STOCK) - \$8.79

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Colors	List your Product Description, Manufacturer, Item Number and Colors:	Bob Barker #SSNV Navy and Orange
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	S-4XL
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Packaging	Advise the standard quantity of same size per master carton and method of packaging.	Sold by each

19 5 EA Isolation/suicide All-In-One Bed \$159.98
 Combination sleeping surface, blanket and pillow for enhanced level of care with no compromise to safety and security.
 Extra polyester batting in both the sleeping surface panel and the self-contained pillow provides comfort to make sleeping and resting easy.
 Open on three sides, an all-in-one bed to not inhibit movement or have the occupant feel unnecessarily confined.
 Desire a darker, calming color such as Sherwood Green, stain-resistant and appropriate for use by both men and women.
 Size: Approximately 75"L x 35"W with an attached blanket approximately 48"
 Approximate weight 15lbs
 Capable to launder in commercial-size equipment

Manufacturer: Bob Barker #BBSSB or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer and Item Number. Include a copy of the product literature in the Response Attachment section of this bid.	Bob Barker #BBSSB
2	Size & Weight	List the dimensions and weight of your item.	75"L x 35"W
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes

20	12	EA	Suicide Cell Smock/Lifeline Isolation Fits all sizes up to 300 pounds 2 sizes and adjustable velcro fasteners for fitting all sizes of detainees High-quality construction to reduce risk of accidental opening and exposure Prefer darker, calming color Stain-resistant Approximately 6.8 oz., 100% polyester woven fabric Inner batting approximately 10 oz. Fire resistant Tear-resistant 650-Denier polyester fabric and velcro Lockstitch quilting and inner batting	\$62.71
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Manufacturer: Bob Barker #505 or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer and Item Number. Include a copy of the product literature in the Response Attachment section of this bid.	Bob Barker #505
2	Size Characteristics	List the sizing characteristics of your item. Include how the size is adjusted, functions and the capacity.	Fits all sizes up to 300 pounds 2 sizes and adjustable velcro fasteners for fitting all sizes of detainees
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes

21 5 EA Suicide Cell Blanket \$66.89
 Full coverage and warmth without compromising security
 Approximate dimension: 54" x 80"
 Stain-resistant
 Approximately 6.8 oz., 100% polyester woven fabric
 Inner batting is approximately 10 oz.
 Fire-resistant
 Tear-resistant
 650-Denier polyester fabric and velcro
 Lockstitch quilting and inner batting

Manufacturer: Bob Barker #SB5480 or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer and Item Number. Include a copy of the product literature in the Response Attachment section of this bid.	Bob Barker #SB5480
2	Size	List the size of the your item.	54" x 80"
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes

22 110 CS Shampoo, Clear \$20.68
 See through bottle
 Approximately 2 oz.

Manufacturer: Bob Barker #CLS2/MS2 or Equal

Item Notes:

Supplier Notes: Item CLS2 - \$21.12
 Item MS2 - \$20.68

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer and Item Number.	Bob Barker #CLS2/MS2
2	Size	Indicate the size of the item being bid:	2 oz
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Packaging	Advise the standard quantity per package/case and method of packaging.	Sold case of 96

23 60 CS Pencil, Approximately 3" Golf \$4.13
 Yellow, No eraser

Manufacturer: Bob Barker #GP-1 or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer and Item Number.	Bob Barker #GP-1
2	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
3	Packaging	Advise the standard quantity per package/case and method of packaging.	Sold case of 144

24 80 EA Basketballs \$18.48
 MacGregor or comparable
 Indoor and outdoor use
 Clarion synthetic leather
 Water repellent

Manufacturer: Bob Barker #MCX60D or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer and Item Number.	Bob Barker #MCX60D
2	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
3	Packaging	Advise the standard quantity per package and method of packaging.	Sold by each

25 72 CS Toothpaste, must be clear and contain fluoride \$18.46
 Tube must be clear
 Approximately 0.6 oz.

Manufacturer: Bob Barker #MS306 or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer, Item Number and number of ounces per tube.	Bob Barker #MS306
2	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
3	Packaging	Advise the standard quantity per package/case and method of packaging.	Sold case of 144

26 70 CS Bar Soap, Unwrapped - Face & Body \$28.80

Manufacturer: Bob Barker #TU3 or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer and Item Number.	Bob Barker #TU3
2	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
3	Packaging	Advise the standard quantity per package/case and method of packaging.	Sold case of 144

27 80 CS Toothbrush, Short Handle \$4.79
25 tuft, Every brush individually wrapped and sealed in a clear bag
Size: Approximately 3.25"

Manufacturer: Bob Barker #BBST25 or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer, Item Number and size of the item.	Bob Barker #BBST25
2	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes

3	Packaging	Advise the standard quantity per package/case and method of packaging.	Sold case of 144
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28	40	CS	<p>ValueLine Trousers for Inmates</p> <p>Various Colors will be considered, provided they match other existing colors being utilized in the facility (i.e. Navy, Maroon, Lime Green, Khaki, Gray, Dark Green, White and Orange)</p> <p>Permanent press poly/cotton blended fabric</p> <p>Strong, overlock seam construction for maximum durability</p> <p>5-Thread true safety stitch</p> <p>Elastic waistband with hemmed bottoms</p> <p>No pockets</p> <p>Color-coded size labels for ease in sorting</p> <p>Size Range: Small to 10X-Large</p> <p>Desire 12 per case if possible.</p>	\$67.98
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Manufacturer: Bob Barker, ValueLine or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Colors	List your Product Description, Manufacturer, Item Number and advise which of the colors listed in the description that you carry:	Bob Barker ValueLine Item UOT
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	Small through 4XL
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Special Ordering Requirements	Indicate if there are any special ordering requirements (i.e. minimum order quantities on custom sizes and color, advise how many weeks for delivery after receipt of an order).	7-10 days
5	Packaging	Advise the standard quantity per package/case and method of packaging.	Sold case of 12

29	40	CS	ValueLine Shirts for Inmates Various Colors will be considered, provided they match other existing colors being utilized in the facility (i.e. Navy, Maroon, Lime Green, Khaki, Gray, Dark Green, White and Orange) Permanent press poly/cotton blended fabric Strong, overlock seam construction for maximum durability 5-Thread true safety stitch Non-binding V-Neck Lock stitching Raglan short sleeve Single breast pocket Hemmed sleeves and bottoms Color-coded size labels for ease in sorting Size Range: Small to 10X-Large Desire 12 per case if possible.	\$57.98
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Manufacturer: Bob Barker, ValueLine or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Colors	List your Product Description, Manufacturer, Item Number and Colors:	Bob Barker ValueLine Item UOS
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	S-4XL
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Special Ordering Requirements	Indicate if there are any special ordering requirements (i.e. minimum order quantities on custom sizes and color, advise how many weeks for delivery after receipt of an order).	7-10 days
5	Packaging	Advise the standard quantity per package/case and method of packaging.	Sold case of 12

30	170	DOZ	Wash Cloth Color: White Size: Approximately 12" x 12"	\$3.55
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Manufacturer: Bob Barker #WC1212 or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Color	List your Product Description, Manufacturer, Item Number and Color:	Bob Barker #WC1212
2	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
3	Packaging	Advise the standard quantity per package and method of packaging.	Sold by dozen

31 475 PR Shoes - Low top Canvas \$5.19
Color: Orange
Whole Sizes Only, 5-16

Manufacturer: Bob Barker #854OR or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Color	List your Product Description, Manufacturer, Item Number and Color:	Bob Barker #854OR
2	Size Ranges	Provide the size ranges that reflect the pricing. Confirm proposed item is whole sizes only. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	4-16 (Item is offered in half sizes ranging from 5.5-11.5, if needed)
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Packaging	Advise the standard quantity per package/case and method of packaging.	Sold by pair

32 27 CS Hair Conditioner \$48.00
Approximately 0.25 oz. Packet
Desire pricing to be per "Case")

Manufacturer: Bob Barker #21852 or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer and Item	Bob Barker #21852

Number:

2	Packet Size	Provide the packet size that reflects the pricing. If not available in a "packet", indicate how the item is packaged and the amount of product in each unit.	0.25 oz
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Packaging	Advise the standard quantity per case and method of packaging.	Sold by case of 500

33 145 EA Tri-Stitch Trousers \$5.63
3 needle felling stitching
Color: Navy
Size Range: Small to 6X-Large

Manufacturer: Bob Barker #TNT or Equal

Item Notes:

Supplier Notes: Sizes 3XL -6XL - \$6.28

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Color	List your Product Description, Manufacturer, Item Number and Color:	Bob Barker #TNT
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	S-2XL
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Special Ordering Requirements	*If applicable, indicate if there are any special ordering requirements (i.e. minimum order quantities on custom sizes and color, advise how many weeks for delivery after receipt of an order).	7-10 days
5	Packaging	Advise the standard quantity per package and method of packaging.	Sold by each

34 150 EA Sweatshirt \$4.98
Color: Gray
Sizes: Small to 4X-Large

Manufacturer: Bob Barker #SSGY or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Color	List your Product Description, Manufacturer, Item Number and Color:	Bob Barker #SSGY
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	S-4XL
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Packaging	Advise the standard quantity of same size per master carton and method of packaging.	Sold by each

35 80 DOZ Socks, Sports \$6.89
 Color: White
 Sizes: Fits 10-13

Manufacturer: Bob Barker #M4595 or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Color	List your Product Description, Manufacturer, Item Number and Color:	Bob Barker #M4595
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	10-13
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Packaging	Advise the standard quantity/pairs of same size per master carton and method of packaging.	Sold by dozen

36 8 DOZ Heavy Duty Flip Flops, X Strap type \$7.87
 Color: Black
 Made to wear with or without socks
 Sizes: Small to 2X-Large
 Note: Estimated breakdown of usage: Majority of orders are typically in size ranges of Medium to X-Large.

Manufacturer: Bob Barker #5114X or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Color	List your Product Description, Manufacturer, Item Number and Color:	Bob Barker #5114X
2	Size Ranges	Provide the size ranges that reflect the pricing. List the individual pricing for all sizes that do not reflect the line item pricing or advise if they receive the catalog discount % offered:	S-3XL
3	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
4	Packaging	Advise the standard quantity/pairs of same size per master carton and method of packaging.	Sold by dozen

37 8 CS Nature Mint Toothpaste \$17.87
 Approximately 0.85 oz.

Manufacturer: Bob Barker #FM85 or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer, Item Number and number of ounces per tube.	Bob Barker #FM85
2	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
3	Packaging	Advise the standard quantity per package/case and method of packaging.	Sold by case of 144

38	8	CS	Scent-Free Deodorant Approximately .05 oz container Alcohol Free	\$35.98
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Manufacturer: Bob Barker #WD-05 or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer,Item Number and number of ounces per container.	Bob Barker #WD-05
2	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
3	Packaging	Advise the standard quantity per package/case and method of packaging.	Sold by case of 144

39	10	EA	Pillow Color: Green Vinyl Cover, 100% Polyester Fiber Pillow Flame-resistant, Tear-resistant Full size	\$6.44
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Manufacturer: Bob Barker #PS2026 or Equal

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information	List your Product Description, Manufacturer,Item Number, Color and size of pillow.	Bob Barker #PS2026
2	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
3	Packaging	Advise if these can be ordered as a per "EA" rather than in bulk. If a minimum quantity applies, please provide the details of your minimum ordering requirements.	Sold by case of 4 - case price \$25.76

40 11 CS Economy Tube Socks - One Size \$4.49
 Colors: White and Gray
 Note: Estimated usage breakdown: 6 cases of White and 5 cases of Gray.

Manufacturer: Bob Barker #3700W or Equal

Item Notes:

Supplier Notes: Item 1700 - Sold by dozen
 Item 3700W -Sold by case of 120 - \$47.00 (only in white)

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Product Information & Colors	List your Product Description, Manufacturer, Item Number and colors:	Bob Barker #1700
2	Stock Item	Is this a stock item indicate: Yes or No: If No, advise how many working days to deliver to the destination:	Yes
3	Packaging	Advise the standard quantity per package/case and method of packaging.	Sold by dozen

Response Total: \$63,889.50

Minutes of Special Meeting of the Board of Directors for Bob Barker Company, Inc.

A Special Meeting of the board of directors of Bob Barker Company, Inc was held on April 26, 2017 in the Blue Ridge Room at Bob Barker Co, Inc headquarters, at 134 N. Main Street, Fuquay Varina, North Carolina
The Following directors were present and participated in the meeting:







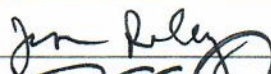
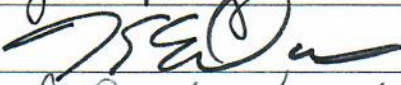
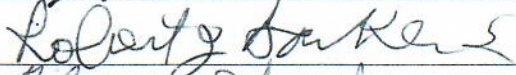
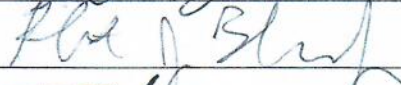

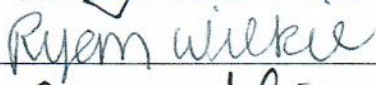
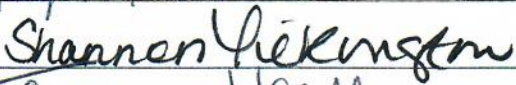
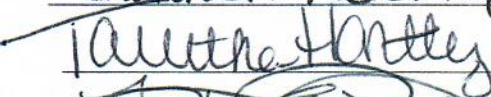

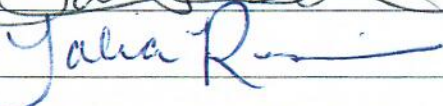
Robert J Barker, Sr.	Patricia M. Barker
Robert J Barker, Jr.	Nancy B. Johns
John Kasberger	Dave Colburn
Gabe Cipau	George Snead

Robert J Barker, Sr., Chairman of the Board, chaired the meeting and Patricia M. Barker, Executive Vice President of the Corporation, acted as Secretary of the meeting.

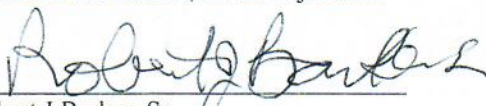
The chairman announced that a quorum of directors was present and that the meeting, having been duly convened, was ready to proceed with its business. The Secretary presented a waiver of notice of the meeting, signed by all of the directors and was directed to file the waiver of notice with the minutes of the meeting.

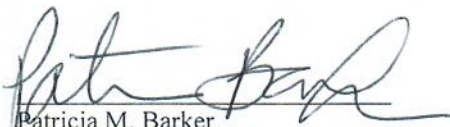
After full discussion of the affairs of the company, the following resolution was introduced for consideration and adoption by the directors:

RESOLVED, that the Board of Directors hereby grants signatory authority to enter bids obligating the company in agreements to furnish products and services at agreed prices and conditions.

Angela DeBoeser	
April Paszkiewicz	
Betsy Copeland	
Bettina Morgan	
Dale Griffith	
Erika Flynn	
Jim Riley	
Kevin Donovan	
Robert J. Barker, Sr.	
Robert J. Barker, Jr.	
Ryan Pretko	
Ryan Wilkie	
Shannon Pilkington	
Tabitha Hartley	
Tabitha Poteat	
Talia Rosario	

The resolution was unanimously approved. There being no further business before the meeting, on motion duly made, seconded and carried, it was adjourned.


Robert J Barker, Sr.
Chairman of the Board of Directors


Patricia M. Barker
Secretary of the Board of Directors

Attachment A

This chart is a list of other items that are commonly purchased by the Owners. Please complete the last 2 columns and submit with your response in the Supplier Response Attachment section of Ebid. If necessary, include a separate sheet to provide additional information about the proposed item.

								VENDOR'S RESPONSE	
	Manufacturer Name & Item	Description	Quantity (approx.)	UOM	Sizes are (approx.)	Color(s)	Item Characteristics	List Manufacturer Name & Item Number	Catalog % Discount
1	Bob Barker #101K-OR or Equal	Orange Watch Cap (stocking cap)	2	DOZ	N/A	Orange			
2	Bob Barker #C5B or Equal	Comb (plastic, pocket)	20	CS	5"	Black			
3	Bob Barker #62F or Equal	Polypropylene Fork	11	CS		Orange	Dishwasher safe, Unbreakable		
4	Bob Barker #62TS or Equal	Polypropylene Teaspoon	11	CS		Orange	Dishwasher safe, Unbreakable		
5	Bob Barker #726B or Equal	Tumbler Polypropylene	6	CS	12 oz.	Buff	Dishwasher safe, Unbreakable		
6	Bob Barker #9314-00 or Equal	Wahl Hair Clippers	14	SET	6-10 pc	N/A	Both corded and cordless sets		
7	Bob Barker #BBNR or Equal	Basketball Net Replacement	15	EA	Standard	White			
8	Bob Barker #BT2040-OR or Equal	Towel	2	DOZ	20" x 40"	Orange			
9	Bob Barker #NEEDLE6 or Equal	Inflating Needle	2	CS					
10	Bob Barker #TC12 or Equal	Toenail Clippers	1	CS	3.25%		Does not contain files		
11	Bob Barker #NSTB or Equal	No Shank Toothbrush	3	CS	Must be non-shank.	Clear	-FDA approved translucent material -Reusable-will last as long as a standard toothbrush -Individually wrapped		
12	Bob Barker #SBHK-5000 or Equal	Personal Protection Kit	75	KIT	N/A	N/A	Please attach a separate sheet for what your kit contains.		
13	Bob Barker #BHK-100 or Equal	Blood Spill Kit	40	KIT	N/A	N/A	Please attach a separate sheet for what your kit contains.		
14	Bob Barker #82221EE or Equal	Steel Toe Boot	10	PR	All Sizes, including wide width	Black	NSI/ASTM Approved Steel toe Safety Boot. Leather Upper		
15		Assorted Games & Puzzles		EA			Appropriate for a maximum security correctional environment.		
16		Blanket Lined Work Coat		EA	Small to 6X-Large	Dark colors			
17		Maximum Security Pen	2	CS	Standard size	Black, Clear Cover			
18		Pen, Ink	2	CS	Standard size	Blue	Washable		

Blood Spill Kit



Blood Spill Kits make dangerous clean up safe and easy

Protect yourself from potentially contaminated blood and body fluid spills with this quick access Blood Spill Kit. This convenient grab-and-go kit also reduces your inventory needs as well as costs.

Kit contains:

- Instructions.
- One pair medical grade gloves.
- One Red-Z clean-up powder.
- One scooper/scraper.
- One EPA registered disinfectant wiper towel.
- One p.a.w.s. antimicrobial hand wipe.
- One red biohazard bag.
- One paper-towel.

Item Number	Description
BHK-100	Blood Spill Kit

Personal Protection Kit



Head-to-toe personal protection - all in one convenient kit

Protect guards and personnel from exposure to potentially contaminated blood and body fluids with our easy access, all inclusive Personal Protection Kit. Each kit comes with everything you need to treat ill or injured inmates without risking harm to yourself. Also protects during biohazard cleanup.

Kit Contains:

- One set disposable coveralls, size large.
- One safety shield.
- One pair medical grade gloves.
- One p.a.w.s antimicrobial hand wipe.
- 24" x 24" red biohazard bag.
- One twist tie.
- One ID tag.

Item Number	Description
SBHK-5000	Personal Protection Kit

**SPECIFICATIONS
ANNUAL SUPPLY OF
CORRECTIONAL FACILITY CLOTHING AND SUPPLIES**

1. GENERAL INFORMATION:

- 1.1 It is the intent of these specification to describe the minimum acceptable requirements for the Annual Supply of Correctional Facility Clothing and Supplies to be used by Lancaster County Corrections, Youth Services and Mental Health Crisis Center, hereinafter called "Owners".
- 1.2 Bidders shall submit bid documents and all supporting materials via Ebid.
- 1.3 Vendors are to enter their pricing F.O.B. Destination with all transportation charges paid for "**Market Basket**" **Line Items 1 through 40** in Ebid.
 - 1.3.1 The Market Basket represents what the Owners project to be the most frequently purchased items and their respective annual quantity.
 - 1.3.2 It would be the Owners' expectation that vendors provide a more competitive price for Market Basket items beyond what is being offered as the overall % discount submitted in the "Attribute" section of Ebid for all other Catalog items.
 - 1.3.3 Bidder to indicate in the attribute section of Ebid the frequency that new catalogs are issued.
 - 1.3.4 Bidders are also to complete questions in the Attribute section within each line item in addition to the Attribute section of Ebid.
- 1.4 Vendors are to complete the last 2 columns of "**Attachment A**", which outlines other items purchased by the Owners.
 - 1.4.1 Attach in the Supplier Response Attachment section of Ebid – responses in this Attachment can be handwritten
 - 1.4.1.1 If necessary, bidders may include a 2nd sheet in order to provide Information about the proposed product.
 - 1.4.2 Enter the % discount for these items in the correct column.
 - 1.4.2.1 The catalog % discount may be the same as the overall catalog price % discount being offered or a Bidder can indicate a greater % discount than what will be applied to all other catalog items not listed.
 - 1.4.2.2 The Catalog % discount to be applied to items in **Attachment A** shall not be less than the catalog % discount offered in the Attribute section of Ebid regarding all "Non-Market Basket" catalog items.
 - 1.4.3 "**Attachment A**" is not an award consideration, it is intended to provide additional information on other typical items purchased, determine availability and ascertain the discount that will be applied for these specific types of items.
- 1.5 Provide your % discount in the Attribute section of Ebid that shall be applied to **all** items in your catalog not listed in the Ebid Line Items for the Market Basket.
 - 1.5.1 All catalog items shall be eligible for that % discount and the net price after the discount has been applied shall reflect F.O.B. Destination with all transportation charges being paid.
- 1.6 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Suzanne Ideus, Assistant Purchasing Agent (SMIdeus@lincoln.ne.gov) fax: 402-441-6513.
 - 1.6.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.6.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.6.3 No direct contact is allowed between Vendor and other City staff, besides Purchasing, throughout the bid process.
- 1.7 It is estimated that the expenditure for the Owners will be approximately \$75,000.00 clothing and accessories over the next year.
- 1.8 The contract period shall be effective August 16, 2017 for a period of four (4) years with the option to renew for (1) one additional four (4) year period if mutually agreeable between parties.
- 1.9 Lancaster County Departments in addition to those listed in section 1.1 may purchase off this contract for the same price and terms listed.

2. SAMPLES

- 2.1 If bidding something other than what is being requested, the Owners may request that the bidder supply one (1) sample of each such item and also if deemed necessary, any available literature on the proposed item.
 - 2.1.1 Failure to supply the sample and/or requested literature to the requestor in number of days indicated may result in Vendor being deemed non-responsive.

3. ORDERING AND ACCEPTANCE OF MATERIAL

- 3.1 The Owners prefer the capability to submit an order through the Vendor's website.
 - 3.1.1 Placing an order through the website shall provide a form of tracking and a summary of the order.
- 3.2 Orders will be placed as-needed by the Owners.
 - 3.2.1 Vendor must be capable of billing each individual location and compiling reports by location upon request.
- 3.3 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall include the contract number assigned by Lancaster County.
- 3.4 If requested to do so, Vendor shall furnish the Owners with affidavits from manufacturer stating that the materials supplied fully conform to these material specifications.

4. DELIVERY

- 4.1 Delivery locations for the three departments that will likely place the orders are as follows:

Lancaster County Corrections
Jail Complex
3801 West O Street
Lincoln, NE 68528
(The loading dock area is at the SE corner of the building)

Mental Health Crisis Center
825 J Street
Lincoln, NE 68508

Lancaster County Youth Services Center
1200 Radcliff Street
Lincoln, NE 68512

- 4.2 Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., CST, Monday through Friday, excluding holidays unless prior approval has been granted by the ordering department.
- 4.3 Delivery of in-stock items are to be delivered within four (4) business days after receipt of order.
- 4.4 Delivery of non-stock items are to be delivered within ten (10) business days after 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 Bidder shall confirm in the attribute section of each Ebid line items their ability to meet the delivery requirements for items in stock and non-stock item.

7. SHIPMENT

- 7.1 Orders shall be shipped in durable boxes to prevent damage in shipment.
- 7.2 Each box shall identify the contents in the box such as, but not limited to content (i.e. type of clothing, sizes and colors).

8. **RETURN POLICY**

- 8.1 The successful Vendor shall provide a full money back return policy for items that are unworn and undamaged for reasons of defect or wrong size.
 - 8.1.1 Returns to the Vendor shall be made within thirty (30) days to qualify for full credit.
 - 8.1.2 Vendor shall make arrangements and cover the cost for carrier (i.e. UPS) to pick up the return item from the delivery location.
 - 8.1.3 Other methods of return deemed appropriate by the department shall also be accepted and paid for by the Vendor (i.e. mail or drop off at the Vendor's location).

9. **AWARD EVALUATION**

- 9.1 The award determination will be made in accordance with section 13. BID EVALUATION AND AWARD, 13.4 of the "Instructions to Bidders" and also with consideration given to the following factors:
 - 9.1.1 Line Item pricing in Ebid for the **Market Basket** and % of discount submitted in Ebid.
 - 9.1.2 Confirmation of ability to deliver items within the desired timeframes listed herein these Specifications for stock and non-stock items; and
 - 9.1.3 Link to current catalog provided for review by the Owners.
- 9.2 The Owners reserves the right to award contract(s) to more than one Vendor if it is deemed in the best interest of the Owners to do so as to avoid supply shortages and delivery delays.

END OF SPECIFICATIONS

Attachment A

This chart is a list of other items that are commonly purchased by the Owners. Please complete the last 2 columns and submit with your response in the Supplier Response Attachment section of Ebid. If necessary, include a separate sheet to provide additional information about the proposed item.

								VENDOR'S RESPONSE	
	Manufacturer Name & Item	Description	Quantity (approx.)	UOM	Sizes are (approx.)	Color(s)	Item Characteristics	List Manufacturer Name & Item Number	Catalog % Discount
1	Bob Barker #101K-OR or Equal	Orange Watch Cap (stocking cap)	2	DOZ	N/A	Orange			
2	Bob Barker #C5B or Equal	Comb (plastic, pocket)	20	CS	5"	Black			
3	Bob Barker #62F or Equal	Polypropylene Fork	11	CS		Orange	Dishwasher safe, Unbreakable		
4	Bob Barker #62TS or Equal	Polypropylene Teaspoon	11	CS		Orange	Dishwasher safe, Unbreakable		
5	Bob Barker #726B or Equal	Tumbler Polypropylene	6	CS	12 oz.	Buff	Dishwasher safe, Unbreakable		
6	Bob Barker #9314-00 or Equal	Wahl Hair Clippers	14	SET	6-10 pc	N/A	Both corded and cordless sets		
7	Bob Barker #BBNR or Equal	Basketball Net Replacement	15	EA	Standard	White			
8	Bob Barker #BT2040-OR or Equal	Towel	2	DOZ	20" x 40"	Orange			
9	Bob Barker #NEEDLE6 or Equal	Inflating Needle	2	CS					
10	Bob Barker #TC12 or Equal	Toenail Clippers	1	CS	3.25%		Does not contain files		
11	Bob Barker #NSTB or Equal	No Shank Toothbrush	3	CS	Must be non-shank.	Clear	-FDA approved translucent material -Reusable-will last as long as a standard toothbrush -Individually wrapped		
12	Bob Barker #SBHK-5000 or Equal	Personal Protection Kit	75	KIT	N/A	N/A	Please attach a separate sheet for what your kit contains.		
13	Bob Barker #BHK-100 or Equal	Blood Spill Kit	40	KIT	N/A	N/A	Please attach a separate sheet for what your kit contains.		
14	Bob Barker #82221EE or Equal	Steel Toe Boot	10	PR	All Sizes, including wide width	Black	NSI/ASTM Approved Steel toe Safety Boot. Leather Upper		
15		Assorted Games & Puzzles		EA			Appropriate for a maximum security correctional environment.		
16		Blanket Lined Work Coat		EA	Small to 6X-Large	Dark colors			
17		Maximum Security Pen	2	CS	Standard size	Black, Clear Cover			
18		Pen, Ink	2	CS	Standard size	Blue	Washable		

ADDENDUM #1
ISSUE DATE: 06/22/17
RFP 17-157

Annual Supply of Correctional facility Clothing and Supplies

Addenda are instruments issued by the County and the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.
 Be advised of the following changes and clarifications to the County's specification and bidding documents:

ITEM 1 - Questions Received:

1	Question	For items no. 4, 5, 7 and 145 would you consider 5 safety stitch and not triple needle?
	<i>Answer/Clarification</i>	<i>No, not for these specific line items. The departments require 3 needle felling stitching for Items 4, 5 and 33 and 3-needle construction for Line 7. Note, there is no line item 145 in Ebid.</i> <i>Ebid Line Items 4, 5, 7 and 33 have been revised to include this required characteristic.</i>
2	Question	What is the difference between line 5 and 145? (why are two lines needed? looks like the same item).
	<i>Answer/Clarification</i>	<i>There is no line item 145 in Ebid, it appears that the question intended to inquire about Line Item 33 for a quantity of 145. The only difference between these 2 line items is that Line 5 requires Eight (8) mandatory colors be available for a various mix of quantities as opposed to Line Item 33 is only requesting the color Navy for the approximate respective quantity listed. Bidders able to meet specifications should submit on both Line Items.</i>
3	Question	Just to make sure - we can mention the different prices for the different sizes on line 2 of every item?
	<i>Answer/Clarification</i>	<i>Yes. Bidders are to enter the price for the Line Item and indicate in the attribute section within the respective line items the size ranges that your line item prices covers (i.e. Line Item pricing reflects size ranges S-10X-Large). If the pricing entered in the line item does not cover all sizes listed in the description, then advise what it does cover and you may also list the pricing, in the space provided, for all sizes that do not reflect the line item pricing or if sizes not included in the pricing shall merely receive the overall catalog discount % offered, you may indicate that other sizes are subject to the catalog discount % offered that your company states in the general attribute section of Ebid. Essentially, the departments need to know your pricing for all of the size ranges listed.</i> <i>Note: There are attributes within each Ebid Line Item and also a separate Attribute section which applies to your entire response.</i>

4	Question	I am confused by what I see online under Attachment A and the items listed under Line Items tab in the portal. I do not see quite a few items that are listed on the Line Items tab on the Attachment A document such as uniforms, shoes, etc. Can you please confirm exactly which items are being bid on? Also, can you please consider an extension on the due date if the items listed under Line Items need to be included in Attachment A?
	Answer/Clarification	<p><i>Bidders are to submit “Market Basket” pricing for the Ebid Line Items; which will be an award consideration. They are also required to complete columns within “Attachment A” and attach that document to their bid response.</i></p> <p><i>Please refer to the “Specifications” attachment in Ebid. Section 1.3, it describes that the “Market Basket” is Line items 1 through 40 in Ebid. 1.3.1 through 1.3.4 outline additional information. All of section 1.4 provides detailed information regarding “Attachment A”.</i></p> <p><i>The Ebid line items are not intended to include the items in “Attachment A”. These Line Items constitute the “Market Basket” and are what the Owners project to be the most frequently purchased items.</i></p> <p><i>“Attachment A” does not include the Items from the Ebid Line items. The purpose of “Attachment A” is to outline other items purchased by the Owners and for Bidders to complete information as outlined in section 1.4 of the “Specifications”. This attachment shall be completed and included in the Response Attachment section of the Bidder’s Ebid response. It will be a part of the pricing offered, but is not an award consideration.</i></p> <p><i>The bid has been extended.</i></p>

ITEM 2 – Ebid Line Items & Attachments

Ebid line items 4, 5, 7 and 33 have been revised to include additional information as mentioned in ITEM 1 above. Information about Proprietary Information for Bid/Quotes/RFPs has been added to the Attachment section of Ebid.

ITEM 3 – Specifications

Language in Section 1.8 of the “Specifications” attachment in Ebid has been amended to read as follows:

- 1.8 The contract period shall be effective from the date of contract execution for a period of four (4) years with the option to renew for (1) one additional four (4) year period if mutually agreeable between parties.

ITEM 4 – Closing Date Extended

The closing date and time of the bid has been extended to: June 27, 2017 at 12:00 PM (CT)

ITEM 5 – Deadline for Questions

The deadline for questions has past, no additional questions will be accepted.

All other terms and conditions shall remain unchanged.

Dated this 22nd Day of June 2017.

Suzanne Ideus, CPPB
Assistant Purchasing Agent

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, judgements 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.

**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.

In furtherance of Neb. Rev. Stat. §84-712 et seq., all proposals or responses received may be subject to a public records request. Responses to public records requests may include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The City and/or County will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a City and/or County determination that information is proprietary, the City and/or County will consider all information a public record subject to release regardless of any assertion that the information is proprietary. If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in nondisclosure. To facilitate such public postings, with the exception of proprietary information, the City of Lincoln and/or Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this bid/RFP, specifically waives any copyright or other protection the contract, proposal, or response to the bid/RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the bid/RFP being found nonresponsive and rejected. Any entity awarded a contract or submitting a proposal or response to the bid/RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City and/or County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City and/or County, arising out of, resulting from, or attributable to the releasing of the contract or the proposals and responses to the RFP, awards, and other documents in accordance with the state public records laws.

**Advertise 2 times
Friday, June 9, 2017
Friday, June 16, 2017**

**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, Friday, June 23, 2017** for providing the following:

**Annual Supply of Correctional Facility
Clothing and Supplies
Bid No. 17-157**

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").

[Questions concerning this bid process may be directed to City/County Purchasing at \(402\) 441-8103 or \[purchasing@lincoln.ne.gov\]\(mailto:purchasing@lincoln.ne.gov\)](#)