# **CONTRACT DOCUMENTS LANCASTER COUNTY** NEBRASKA **Annual Supply Guard and Maintenance Staff Clothing for County Corrections** Bid No. 17-201 **Don's Pioneer Uniforms (DEK Corp.)** 2517 Leavenworth St. **Omaha, NE 68105** (402) 341-5607

## LANCASTER COUNTY CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **Don's Pioneer Uniforms (DEK Corp.)**, **2517 Leavenworth St.**, **Omaha**, **NE 68105** hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Guard and Maintenance Staff Clothing for County Corrections, Bid No. 17-201 and.

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

#### Agreement to full proposal

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

The County will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The County shall order on an as-needed basis for the duration of the contract. The cost of products or services for County agencies shall not exceed \$30,000.00 during the contract term without approval by the Board of Commissioners.

3. <u>Equal Employment Opportunity</u>. 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.

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- 4. <u>E-Verify</u>. 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) <u>Termination for Convenience.</u> Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) <u>Termination for Cause</u>. 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. <u>Independent Contractor</u>. 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. <u>Period of Performance</u>. 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 term.
- 8. <u>Assignment.</u> 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. Special Provisions
  - 5. Specifications
  - 6. Design
  - 7. Instructions to Bidders
  - 8. Proprietary Information for Bids/Quotes/RFP's
  - 9. Sales Tax Exemption Form 13
  - 10. Notice to Bidders

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

CONTRACT Annual Supply

Guard and Maintenance Staff Clothing for County Corrections

Bld No. 17-201 **Lancaster County** Don's Pioneer Uniforms (DEK Corp.)

### **EXECUTION BY CONTRACTOR**

IF A CORPORATION:		OFV C	
Attest:		Name of Corporation	
	Seal	2517 Loanonorth St anaha, Mt	68195
Secretary		By: Address  By: Authorized Official	
		Legal Title of Oficial	
IF OTHER TYPE OF ORGANIZATION:		Name of Organization	
		Type of Organization	
		Address	
		By: Member	
		By: Member	
IF AN INDIVIDUAL:		Name	
		Address	
		Signature	

### **Lancaster County Signature Page**

CONTRACT
Annual Supply
Guard and Maintenance Staff Clothing for County Corrections
Bid No. 17-201
Lancaster County
Don's Pioneer Uniforms (DEK Corp.)

### **EXECUTION BY LANCASTER COUNTY, NEBRASKA**

dated

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

Bid Information		Contact Information		Ship to Information	
Bid Creator Email Phone	Rachelle Hinze, Buyer rhinze@lincoln.ne.gov 1 (402) 441-8313	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address	Corrections 605 S. 10th St. Lincoln, NE 68508
Fax	1 (402) 441-6513	Contact	Rachelle Hinze, Buyer Purchasing	Contact	·
Bid Number Title	17-201 Addendum 1 Annual Supply of Guard and Maintenance Staff Clothing for County Corrections	Departmen Building S Floor/Roon	suite 200 n	Departm Building Floor/Ro	om
Bid Type Issue Date	Bid 7/19/2017 04:11 PM (CT)	Telephone Fax	(402) 441-8313	Telephone Fax	•
Close Date	8/4/2017 12:00:00 PM (CT)	Email	rhinze@lincoln.ne.gov	Email	
Supplier Inform	mation				
Company Address	DON'S PIONEER UNIFORMS 2517 LEAVENWORTH ST	(DEK CORP	.)		
Contact Department Building Floor/Room	OMAHA, NE 68105				
Telephone Fax Email	(402) 341-5607 (402) 341-3880				
Submitted Total	8/1/2017 08:53:17 AM (CT) \$20,380.63				
By submitting	your response, you certify that yo	ou are author	ized to represent and bind	your compan	y.
Signature Mic	chael Jeffrey Anderson		Email donsp	ioneer@gma	il.com
Supplier Notes	5				
Bid Notes					
Bid Activities					
Bid Messages					
Bid Attributes Please review	the following and respond where	e necessary			

#	Name	Note	Response
1	U.S. Citizenship Attestation	Is your company legally considered an Individual or Sole Proprietor: YES or NO	YES
		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	
		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.	
		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.	
		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.	
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Insurance Requirements and Endorsements	Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.	Yes
		Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.	
		Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.	
4	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
5	Specifications	I acknowledge reading and understanding the specifications.	Yes
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes

8	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract with the option to renew for (1) one additional four (4) year period.  (a) Bid prices firm for the first full contract period. YES or NO  (b) Bid prices subject to escallation/de-escalation YES or NO  (c) If (b) state period for which prices will remain firm:	a-YES, b-YES, c-through 2017
		(c) If (b), state period for which prices will remain firm: through	
9	Price Increases	During the term of the contract if pricing for any item should increase I acknowledge I will submit new adjusted pricing on company letterhead for the item(s) 30 days prior to going into effect.	Yes
10	Patch Set Up Fee	Patch - List your one time set up fee for on each	Waived
11	Sewing of Patch	application \$  List your price to sew the Lancaster County Corrections logo patch for each application. \$	Patches \$2.00 ea. to sew on Patch if County provides. \$1.00 ea. to sew on patch if County buys patches through us.
12	Embroidery Fee	List your price to embroidery the Lancaster County Corrections name per each application to include set up \$	\$5.00 per Garment
13	Logo Embroidery Set Up Fee	List your one time set up fee for embroidering Lancaster County Corrections Logo per each application?\$	Waived
14	Alterations	Explain each alteration charge per each application with pricing.	Hem Pants \$10.00, Sew on patch \$2.00
15	Stock Items	I acknowledge attaching my list of stock items under the response attachment tab.	Yes
16	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.	Yes
		If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	
17	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City/County does not guarantee any dollar amount or order quantities for the term of the contract.	Y
18	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
19	Restocking Fee	Explain any restocking fees.	25% Restocking Fee on any return on non stocked special ordered item (example: Over sized shirt or pants) Non stocked items: Shirts 4XL-UP Shirts & Coats

and 50-UP

20	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.	Michael Anderson / 402-341-5607 / donspioneer@gmail.com
21	Delivery	State number of delivery days ARO for stock items with and without sewing, alterations, etc. FOB to the City/County at the location specified with all transporation charges paid.	4-5 business days
22	Contact	Name of person submitting this bid:	Michael Anderson
23	Electronic Signature	Please check here for your electronic signature.	Yes
24	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

C	Qty	UOM	Description			Response				
3	5	Ea		rshirt Polyester - Short Sleeve, 8 oz. 100% polyester wit sh, S - 2XL Regular	th 10% stretch and	\$49.9				
M	Manufacturer: Blauer or Equivalent Manufacturer #: 8675-11									
It	tem	Notes:								
s	Supr	plier Notes:								
			as review the following o	nd reasond whore peoplessy						
#		Name	se review the following a	nd respond where necessary  Note	Response					
1		Manufacturer		List your manufacturer of the product you are bidding.	Blauer					
2	,	Model		List your model number of the product you are bidding.	8675-11 (BLACK)					
3	}	S - 2XL Tall		List your price for S - 2XL Tall	SM-XL Tall \$49.99 \$54.99	/ 2XL-2XL Tall				
4	•	3XL Regular		List your price for 3XL Regular	\$59.99					
5	,	3XL Tall		List your price for 3XL Tall	\$59.99					
6	;	4XL Regular		List your price for 4XL Regular	\$64.99					
7	•	4XL Tall		List your price for 4XL Tall	\$64.99					
8	3	5XL Regular		List your price for 5XL Regular	\$74.99					
9	)	5XL Tall		List your price for 5XL Tall	\$74.99					
1	0	Minimium Quan	tity Orders	Do you have a minimum quantity for this item? Yes/No List your minimum quantity.	YES / 35 Shirts pe	r Order				
3	30 Ea Black Womens Supershirt Polyester - Short Sleeve, 8 oz. 100% polyester with 10% stretch \$49.99 and liquid repellent finish, S - 2XL Regular									
N	Manufacturer: Blauer or Equivalent Manufacturer #: 8675W-11									
It	tem	Notes:								
s	Sup	plier Notes:								
Īt	tem	Attributes: Plea	se review the following a	nd respond where necessary						
#	<u> </u>	Name		Note	Response					
1		Manufacturer		List your manufacturer of the product you are bidding.	Blauer					

2	Model	List your model number of the product you are bidding.	8675W-11 (BLACK)
3	S - 2XL Tall Size	List your price for S - 2XL Tall	SM-XL Tall \$49.99 / 2XL-2XL Tall \$54.49
4	3XL Regular	List your price for 3XL Regular	\$59.99
5	3XL Tall	List your price for 3XL Tall	\$59.99
6	4XL Regular	List your price for 4XL Regular	\$64.99
7	4XL Tall	List your price for 4XL Tall	\$64.99
8	5XL Regular	List your price for 5XL Regular	\$74.99
9	5XL Tall	List your price for 5XL Tall	\$74.99
10	Minimium Quantity Orders	Do you have a minimum quantity for this item? Yes/No List your minimum quantity.	YES / 30 Shirts per Order
50 Ma	liquid repellent finis	shirt Polyester - Long Sleeve, 8 oz. 100% polyester wit h, Neck sizes 13.5"-24.5", Sleeve length 31"-39" Manufacturer #: 8670-11	th 10% stretch and \$54.9
lter	n Notes: Only list pricing for one siz in the attribute.	e. If pricing is separate for neck and sleeve length list	additional sizes and lengths below
Sup	oplier Notes: Neck Sizes 22-24.5 Not A	vailable	
Item	Attributes: Please review the following an	d respond where necessary	
#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	Blauer
2	Model	List your model number of the product you are bidding.	8670-11 (BLACK)
3	Pricing per size	List pricing if size/pricing is different then above.	SM-XL Tall \$54.99, 2XL-2XL Tall \$59.99, 3XL-3XL Tall \$64.99, 4XL-4XL Tall \$69.99, 5XL-5XL Tall \$79.99
4	Minimum Quantity Orders	Do you have a minimum quantity for this item? Yes/No	YES / 50 Shirts Per Order

List your minimum quantity.

Ea Black Womens Supershirt Polyester - Long Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish, 30-34 Regular					\$54		
Manufacturer: Blauer or Equivalent Manufacturer #: 8670W-11							
Ite	m Notes:						
Supplier Notes:							
Iter	n Attributes: Please	review the following	and respond where necessary				
#	Name		Note	Response			
1	Manufacturer		List your manufacturer of the product you are bidding.	Blauer			
2	Model		List your model number of the product you are bidding.	8670W-11 (BLACK)			
3	36"-38" Regular		List your price for 36"-38"	\$54.99			
4	40"-42" Regular		List your price for 40"-42"	\$54.99			
5	44"-46" Regular		List your price for 44"-46"	44-\$54.99 / 46-\$59.99			
6	48"-50" Regular		List your price for 48"-50"	48-\$59.99 / 50-64.99			
7	Minimum Quantity	Order	Do you have a minimum quantity for this item? Yes/No	YES / 25 Shirts per Order			
			List your minimum quantity.				
90	EA	Black Mens Tacl	ite Ripstop Pro Pants Waist Size 28 - 44, inseam 30, 32	, 34 & 36"	\$49		
Mar	Manufacturer: 5.11 Tactical or Equivalent Manufacturer #: 74273						
Iten	tem Notes:						
Supplier Notes:							
Item	Attributes: Please	review the following	and respond where necessary	***************************************			
#	Name		Note	Response			

Name	Note	Response
Manufacturer	List your manufacturer of the product you are bidding.	5.11
? Model	List your model number of the product you are bidding.	74273-019 (BLACK)
Waist Size 46" - 54"	List your price for 46" - 54" waist size unhemmed	\$54.99
Minimium Quantity Order	Do you have a minimum quantity for this item? Yes/No	YES / 90 Pants per Order
	List your minimum quantity.	

Alt 1 90 EΑ Alt Spec: Tactical Lightweight Ripstop Mens Pants 39.99 Alt Manufacturer: Propper Alt Manufacturer #: F5252 Item Notes: Supplier Notes: Item Attributes: Please review the following and respond where necessary Name Note Response Manufacturer List your manufacturer of the product you are bidding. Propper 2 Model List your model number of the product you are bidding. F5252 Waist Size 46" - 54" List your price for 46" - 54" waist size unhemmed \$39.99 Minimium Quantity Order Do you have a minimum quantity for this item? Yes/No YES / 90 Pants per Order List your minimum quantity. 6 65 Ea Black Womens Taclite Ripstop Pro Pants Size 2 - 20 Hemmed Regular \$49.99 Manufacturer: 5.11 Tactical or Equivalent Manufacturer #: 64360 Item Notes: Supplier Notes: Item Attributes: Please review the following and respond where necessary Name Note Response Manufacturer List your manufacturer of the product you are bidding. 5.11 2 Model List your model number of the product you are bidding. 64360-019 Size 2-20 Long List you price for size 2-20 Long Hemmed \$49.99 Minimum Quantity Order Do you have a minimum quantity for this item? Yes/No YES / 65 Pants per Order List your minimum quantity. Alt 1 65 Ea Alt Spec: Tactical Lightweight Ripstop Womens Pants 39.99 Alt Manufacturer: Propper Alt Manufacturer #: F5254 Item Notes: Supplier Notes:

Name	Note	Response
Manufacturer	List your manufacturer of the product you are bidding.	Propper
Model	List your model number of the product you are bidding.	F5254
Size 2-20 Long	List you price for size 2-20 Long Hemmed	\$39.99
Minimum Quantity Order	Do you have a minimum quantity for this item? Yes/No List your minimum quantity.	YES / 65 Pants per Order

7 25 Ea

Grey Mens Performance Tactical Short Sleeve Polo Sizes S-2XL Regular

\$34.99

Manufacturer: Elbeco or Equivalent

Manufacturer #: K5138

Item Notes:

Supplier Notes: Propper has no OS Charge. Also, not available in talls, but run a bit larger than other brands to accommodate.

#	Name	Note	Response
	Manufacturer	List your manufacturer of the product you are bidding.	Propper
	Model	List your model number of the product you are bidding.	F5341 (Grey)
	S-2XL Tall	List your price for S-2XL Tall	Propper SM-2XL-\$34.99-2XLT N//
	3XL Regular	List your price for 3 XL Regular	Propper \$34.99
;	3XL Tall	List your price for 3XL Tall	Propper N/A
i	4XL Regular	List your price for 4XL Regular	Propper \$34.99
	4XL Tall	List your price for 4XL Tall	Propper N/A
i	5XL Regular	List your price for 5XL Regular	Propper \$34.99
	5XL Tall	List your price for 5XL Tall	N/A
0	6XL Regular	List your price for 6XL Regular	N/A
1	6XL Tall	List your price for 6XL Tall	N/A
2	Minimum Quantity Orders	Do you have a minimum quantity for this item? Yes/No	YES / 25 Shirts per Order

Alt 1 1

S-XL

Alt Spec: Tactical Short Sleeve Mens Polo

S-2XL Regular

Alt Manufacturer: Conerstone

Alt Manufacturer #: CS410 / TLCS410

Item Notes:

Supplier Notes:

‡	n Attributes: Please review the follow Name	Note	Response		
		THOIC	Response		
1	Manufacturer	List your manufacturer of the product you are bidding.	Cornerstone		
2	Model	List your model number of the product you are bidding.			
3 S-2XL Tall		List your price for S-2XL Tall	SM-XL \$24.99 / 2XL \$26.99 / LT-XLT \$25.99 / 2XLT \$27.99		
4	3XL Regular	List your price for 3 XL Regular	\$27.99		
5	3XL Tall	List your price for 3XL Tall	\$28.99		
6	4XL Regular	List your price for 4XL Regular	\$28.99		
7	4XL Tall	List your price for 4XL Tall	\$29.99		
3	5XL Regular	List your price for 5XL Regular	N/A		
9	5XL Tall	List your price for 5XL Tall	N/A		
10	6XL Regular	List your price for 6XL Regular	N/A		
11	6XL Tall	List your price for 6XL Tall	N/A		
12	Minimum Quantity Orders	Do you have a minimum quantity for this item? Yes/No List your minimum quantity.	YES / 25 Shirts per Order		

8 15 EΑ Grey Womens Performance Tactical Short Sleeve Polo Sizes S -2XL Regular

\$34.99

24.99

Manufacturer: Elbeco or Equivalent

Manufacturer #: K5178LC

Item Notes:

Supplier Notes: Propper has no OS Charge and only goes up 4XL. Also, not available in talls, but run a bit larger than other brands to accommodate.

#	Name	ollowing and respond where necessary  Note	D		
	Name	Note	Response		
1	Manufacturer	List your manufacturer of the product you are bidding.	Propper		
2	Model	List your model number of the product you are bidding.	Propper F5327 (Grey)		
3	S -2XL Tall	List your price for S -2XL Tall	Propper SM-2XL-\$34.99-2XLT N		
4	3XL Regular	List your price for 3XL Regular	Propper \$34.99		
5	3XL Tall	List your price for 3XL Tall	N/A		
6	4XL Regular	List your price for 4XL Regular	Propper \$34.99		
7	4XL Tall	List your price for 4XL Tall	N/A		
8	5XL Regular	List your price for 5XL Regular	N/A		
9	5XL Tall	List your price for 5XL Tall			
10	Minimum Quantity Orders	Do you have a minimum quantity for this item? Yes/No	YES / 15 Shirts per Order		
		List your minimum quantity.			
15	EA Alt Spec:	24			
			2-		
	Manufacturer: Cornerstone	Alt Manufacturer #: CS411	_		
Alt	·	Alt Manufacturer #: CS411	_		
Alt I	Manufacturer: Cornerstone	Alt Manufacturer #: CS411	_		
Alt Iten	Manufacturer: Cornerstone n Notes: oplier Notes:		_		
Alt Iten	Manufacturer: Cornerstone n Notes: oplier Notes:	Alt Manufacturer #: CS411  Illowing and respond where necessary  Note	Response		
Alt Item	Manufacturer: Cornerstone  n Notes:  pplier Notes:  n Attributes: Please review the fo	llowing and respond where necessary			
Alt Item	Manufacturer: Cornerstone  n Notes:  pplier Notes:  n Attributes: Please review the fo	llowing and respond where necessary  Note	Response		
Alt Item Sup Item #	Manufacturer: Cornerstone  n Notes:  pplier Notes:  n Attributes: Please review the fo Name  Manufacturer	Illowing and respond where necessary  Note  List your manufacturer of the product you are bidding.	Response Cornerstone		
Alt Item Sup Item # 1	Manufacturer: Cornerstone  n Notes:  pplier Notes:  n Attributes: Please review the fo Name  Manufacturer  Model	Illowing and respond where necessary  Note  List your manufacturer of the product you are bidding.  List your model number of the product you are bidding.	Response Cornerstone CS411 (Light Grey) SM-XL \$24.99 / 2XL \$26.99 / 2X		
Alt Item Sup Item # 1 2	Manufacturer: Cornerstone In Notes: In Attributes: Please review the for Name  Manufacturer  Model  S -2XL Tall	Note  List your manufacturer of the product you are bidding.  List your model number of the product you are bidding.  List your price for S -2XL Tall	Response Cornerstone  CS411 (Light Grey)  SM-XL \$24.99 / 2XL \$26.99 / 2X N/A		

7	4XL Tall	List your price for 4XL Tall	N/A	
8	5XL Regular	List your price for 5XL Regular	N/A	
9	5XL Tall	List your price for 5XL Tall	N/A	
10	0 Minimum Quantity Orders	Do you have a minimum quantity for this item? Yes/No List your minimum quantity.	YES / 15 Shirt per Order	
1	5 Ea Black Regular	Defender Echo Softshell Jacket S-2XL Regular		\$99.99
М	lanufacturer: Propper or Equivalent	Manufacturer #: F5474-07-001		
Ite	em Notes:			
S	upplier Notes: Talls only go up to 3X	L		
Ite	em Attributes: Please review the following		***************************************	
#	Name	Note	Response	
1	1 Manufacturer List your manufacturer of the product you are		Propper	
2	Model	List your model number of the product you are bidding.	F5474-07-001	
3	S - 2XL Tall	List your price for S - 2XL Tall	\$99.99	***************************************
4	3XL Regular	List your price for 3XL Regular	\$99.99	
5	3XL Tall	List your price for 3XL Tall	\$99.99	
6	4XL Regular	List your price for 4XL Regular	\$99.99	
7	4XL Tall	List your price for 4XL Tall	N/A	
8	5XL Regular	List your price for 5XL Regular	\$99.99	
9	5XL Tall	List your price for 5LX Tall	N/A	
10	Minimum Quantity Order	Do you have a minimum quantity for this item? Yes/No	YES / 15 Jackets per Order	
		List your minimum quantity.		

) 2	20	Ea	Loose Fit Stonewash Dungaree Jeans with double role pocket of left Size 28-34"	on right leg, hammer loop on \$18.						
Manufacturer: Redcap or Equivalent Manufacturer #: PD80SW										
II	Item Notes:									
S	Supplier Notes:									
		em Attributes: Please review the following and respond where necessary								
#		Name	Note	Response						
1		Manufacturer	List your manufacturer of the product you are b	oidding. Red Kap						
2	<ul> <li>Model</li> <li>Waist Size 36"-38"</li> <li>Waist Size 40"-42"</li> <li>Waist Size 44"-46"</li> <li>Waist Size 48"-50"</li> </ul>		List your model number of the product you are	bidding. PD80SW						
3			List your price for waist size 36"-38"	\$18.99						
4			List your price for waist size 40"- 42"	\$21.99						
5			List your price for waist size 44"-46"	\$21.99						
6			List your price for waist size 48"-50"	\$21.99						
7		Minimum Quantity	order Do you have a minimum quantity for this item?	Yes/No YES / 20 Pants per Order						
			List your minimum quantity.							
5		EA	Black 3-in-1 Hardshell Waterproof Parka with fleece liner, S - 2.	XL Regular \$179.						
M	Manufacturer: Propper or Equivalent Manufacturer #: F5436									
It	em	n Notes:								
S	up	plier Notes:								
Ite	em	Attributes: Please r	view the following and respond where necessary							
#		Name	Note	Response						
1	1 Manufacturer List your manufacturer of the product you are	idding. Propper								
2		Model	List your model number of the product you are	bidding. F5436						
3		S - 2XL Tall	List your price for S - 2XL Tall	\$179.99						
4		3XL Regular	List your price for 3XL Regular	\$179.99						
	<u> </u>									

List your price for 4XL Regular

4XL Regular

\$179.99

7	4XL Tall	List your price for 4XL Tall	\$179.99
8	5XL Regular	List your price for 5XL Regular	\$179.99
9	5XL Tall	List your price for 5XL Tall	\$179.99
10	Minimum Quantity Order	Do you have a minimum quantity for this item? Yes/No List your minimum quantity.	YES / 5 Parkas per Order

12 6 EA

Black Soft Shell Fleece Work Jacket, wind and water resistant slash side pockets and snap close chest pockets. Sizes S-2XL Regular

\$49.98

Manufacturer: Dickies or Equivalent

Manufacturer #: 9948

Item Notes:

### SEE ATTACHMENT FOR CORRECTED MODEL NUMBER AND

Supplier Notes: PRICING.

<del>#</del>	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
	Model	List your model number of the product you are bidding.	
3	S-2XL Tall	List your price for S-2XL Tall	
	3XL Regular	List your price for 3XL Regular	
	3XL Tall	List your price for 3XL Tall	
	4XL Regular	List your price for 4XL Regular	
	4XL Tall	List your price for 4XL Tall	
	5XL Regular	List your price for 5XL Regular	N/A
)	Minimum Quantity Order	Do you have a minimum quantity for this item? Yes/No List your minimum quantity.	YES / 6 Jackets per Order

13 20 EΑ Dark Green Men's Short Sleeve Performance Polo 100% polyester moisture wicking, no pocket, side vents, resists staining, shrinking fading and wrinkling. S - 2XL Regular

\$11.99

Manufacturer: WearGuard or Equivalent

Manufacturer #: 11132

Item Notes:

Supplier Notes:

#	Name	Note	Response
	Manufacturer	List your manufacturer of the product you are bidding.	Port Authority
2	Model	List your model number of the product you are bidding.	K540 / TLK540 (Dark Green)
3	S-2XL Tall	List your price for S-2XL Tall	SM-XL \$11.99 / 2XL \$12.99 / LT-XLT \$12.99 / 2XLT \$13.98
4	3XL Regular	List your price for 3XL Regular	\$13.98
5	3XL Tall	List your price for 3XL Tall	\$14.98
3	4XL Regular	List your pricing for 4XL Regular	\$14.98
7	4XL Tall	List your price for 4XL Tall	\$15.98
3	5XL Regular	List your price for 5XL Regular	N/A
9	5XL Tall	List your price for 5XL Tall	N/A
10	Minimum Quantity Ordered	Do you have a minimum quantity for this item? Yes/No List your minimum quantity.	YES / 20 Shirts per Order

10 14 EΑ Balsam Green Dura-Press Short-Sleeve Shirt, Stain and wrinkle resistant, two chest pockets, one with pencil slot. S - 2XL Regular

\$12.99

Manufacturer: Wearguard or equivalent

Manufacturer #: 1218

Item Notes:

Supplier Notes: Allow up to 120 days for certain sizes (SM Tall-Medium Tall & 6XL Reg-9XL Reg & 4XLT-9XLT) to be special made. Special made items are double the price and minimum of two must be ordered.

Name	Note	Response  Red Kap (Spruce Green)	
Manufacturer	List your manufacturer of the product you are bidding.		
? Model	List your model number of the product you are bidding.	SP24	

3	S -2XL Regular	List your price for S-2XL Regular	SM-XL \$12.99 / 2XL \$13.99
4	S-2XL Tall	List your price for S-2XL Tall	SM Tall- MD Tall \$25.98 / LT-XLT \$12.99 / 2XLT \$13.99
5	3XL Regular	List your price for 3XL Regular	\$14.99
6	3XL Tall	List your price for 3XL Tall	\$14.99
7	4XL Regular	List your price for 4XL Regular	\$15.99
8	4XL Tall	List your price for 4XL Tall	\$31.98
9	5XI Regular	List your price for 5XL Regular	\$16.99
10	5XL Tall	List your price for 5XL Tall	\$33.98
11	Minimum Quantity Order	Do you have a minimum quantity for this item? Yes/No List your minimum quantity.	YES / 10 Shirts per Order

one with pe

EΑ

Balsam Green Dura-Press Long-Sleeve Shirt, Stain and wrinkle resistant, two chest pockets, one with pencil slot. S - 2XL Regular

\$15.99

Manufacturer: Wearguard or equivalent

Manufacturer #: 1221

Item Notes:

15

10

Supplier Notes: Allow up to 120 days for certain sizes (SM Tall & 5XL Reg-9XL Reg & 4XLT-9XLT) to be special made. Special made items are double the price and minimum of two must be ordered.

#	Name	Note	Response	
1	Manufacturer	List your manufacturer of the product you are bidding.	Red Kap	
2	Model	List your model number of the product you are bidding.	SP14 (Spruce Green)	
3	S-2XL Tall	List your price for S-2XL Tall	SM \$15.99 / Sm Tall \$31.98 / MD-XLT \$15.99 / 2xl-2XLT \$16.99	
1	3XL Regular	List your price for 3XL Regular	\$17.99	
5	3XL Tall	List your price for 3XL Tall	\$17.99	
6	4XL Regular	List your price for 4XL Regular	\$18.99	
,	4XL Tall	List your price for 4XL Tall	\$37.98	

8	5XL Regular	List your price for 5XL Regular	\$39.98
9	5XL Tall	List your price for 5XL Tall	\$39.98
10	Minimum Quantity Order	Do you have a minimum quantity for this item? Yes/No List your minimum quantity.	YES / 10 Shirts per Order

16 10 EΑ Navy Double Knee Work Pants with pocket on leg, tunnel belt loops, wrinkle and stain

resistant. Waist Size 28"-34"

Manufacturer: Dickey or Equivalent

Manufacturer #: 85283

Item Notes:

Supplier Notes:

### SEE ATTACHMENT FOR CORRECTED MODEL NUMBER AND

PRICING. Item Attributes: Please review the following and respond where necessary Response Name Note List your manufacturer of the product you are bidding. Dickies 1 Manufacturer List your model number of the product you are bidding. 85283 2 Model Waist Size 36"-38" List your pricing for waist sizes 36"-38" 3 Waist Size 40"-42" List your price for waist size 40"-42" 5 Waist Size 44"-46" List your price for waist size 44"-46" 6 Waist Size 48"-50" List your price for waist size 48"-50" List your price for waist size 52"-54" Waist Size 52"-54" Waist Size 56"-58 List your price for waist size 56"-58" YES / 10 Pants per Order Minimum Quantity Orders Do you have a minimum quantity for this item? Yes/No List your minimum quantity. Response Total: \$20,380.63

### Rachelle J. Hinze

From:

Rachelle J. Hinze

Sent:

Wednesday, August 23, 2017 8:25 AM

To:

Angela M. Koziol

Subject:

RE: Corrected Model Number for Bid 17-201

**From:** Don Kopecky [mailto:donspioneer@gmail.com]

Sent: Wednesday, August 16, 2017 3:53 PM

To: Rachelle J. Hinze

Subject: Re: Corrected Model Number for Bid 17-201

- Q. Line item 12 was bid as a discontinued model. What would your pricing be for Dickies JTC2 2-2XL, 3XL, 4XL?
- A. JTC2 MD-2XL \$39.99 JTC2 - MD-3XL-4XL \$44.99
- Q. Line item 16 was given as a wrong number. The correct number should have been Dickies 85283F. What would your pricing be for Dickie 85283F for waist size 28"-34"?
- A. Waist size 28 44 \$24.99 Waist size 46 - 50 - \$27.99 Waist size 52 - 58 - \$29.99

#### **Don's Pioneer Uniforms**

2517 Leavenworth Street Omaha, NE 68105 402.341.5607 (ph) 402.341.3880 (fax)

http://donspioneeruniforms.com/

donspioneer@gmail.com

# Addendum #1 for

# Annual Supply of Guard and Maintenance Staff Clothing for County Corrections Bid 17-201

Addenda are instruments issued by the City 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 City's specification and bidding documents:

- Q. Do you have previous/last bid tabulation available?
- A. See attached pages of the previous bid tabulation.

All other terms and conditions shall remain unchanged.

Dated this 20th day of July, 2017.

Rachelle Hinze, Buyer

Line Items			···			,.,.		
Line 1					Blauer or Equivalen t		Black Mens Supershirt Polyester - Short Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish, Regular and Tall Sizes S - 3XL	
Name			Unit Price		Mfqr	MfqNo	Alternate Specification	Note to Buyer
Alamar Uniforms	1100	Ea	\$39.50	\$43,450.00				
Southern Uniform &	1100	Ea	\$47.50	\$52,250.00				
Equipment Aramark Uniform Services	1100	Fa	No Bid					
Aramark Uniform Services (Alt 1)	1100		\$37.25	\$40,975.00	RedKap	HS1230	Substitute RedKap HS1230, Sizes 14.5-20.5, Lightweight, 100% polyester tropical weave	
Line 2					Blauer or Equivalen t	8675-11	Black Mens Supershirt Polyester - Short Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish,  Regular and Tall Sizes 4XL	
Name	QTY	UOM	Unit Price	Extended	Mfgr	MfqNo	Alternate Specification	Note to Buyer
Alamar Uniforms	30	Ea	\$52.43	\$1,572.90				
Southern Uniform &	30	Ea	\$59.40	\$1,782.00				
Equipment Aramark Uniform Services		Ea	No Bid					
Aramark Onlionn Services	30	La	INO DIU					
Line 3					Blauer or Equivalen t	8675-11	Black Mens Supershirt Polyester - Short Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish, Regular and Tall Sizes 5XL	
Name	QTY	UOM	Unit Price	Extended	Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms	30	Ea	\$52.43	I				5XL is a limited stock item. Allow approximately 120 days for delivery.
Southern Uniform & Equipment	30	Ea	\$65.75	\$1,972.50				
Aramark Uniform Services	30	Ea	No Bid					
Line 4					Blauer or Equivalen t	8675-11	Black Mens Supershirt Polyester - Short Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish, Regular and Tall Sizes 6XL	
Name	QTY	UOM	Unit Price	Extended	Mfgr	MfgNo	Alternate Specification	Note to Buyer
Southern Uniform & Equipment	25	Ea	\$72.33	1	5			
Alamar Uniforms		Ea	\$80.66	\$2,016.50				6XL is a non stock item. Allow approximately 120 days for delivery.
Aramark Uniform Services	25	Ea	No Bid					<u>'</u>
	l	<u> </u>	<u> </u>	L	<u> </u>	<u> </u>	1	<u> </u>

Line 5					t	8675W-11	Black Womens Supershirt Polyester - Short Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish, Regular and Tall XS- 3XL	
Name	QTY	UOM	Unit Price	Extended	Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms	450	Ea	\$39.50	\$17,775.00	)			Sizes available are 30-52 All tall shirts are custom made, allow approximately 120 days for delivery, cost \$80.66
Southern Uniform & Equipment	450	Ea	\$47.50	\$21,375.00				
Aramark Uniform Services	450	Ea	No Bid			<u> </u>		
Aramark Uniform Services (Alt 1)	450	Ea	\$37.25	\$16,762.50	RedKap	HS1285	Substitute RedKap HS1285, Sizes S-2XL, Lightweight, 100% polyester tropical weave	
Line 6					Blauer or Equivalen t	8675W-11	Black Womens Supershirt Polyester - Short Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish, Regular and Tall 4XL	
Name	QTY	UOM	Unit Price	Extended	Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms	10	Ea	\$52.43	\$524.30				Sizes available are 54-56 All tall shirts are custom made, allow approximately 120 days
Southern Uniform &	10	Ea	\$59.40	\$594.00				for delivery, cost \$80.66
Equipment Aramark Uniform Services		Ea	No Bid	4001.00			<u> </u>	
			NO DIG					
Line 7					Blauer or Equivalen t		Black Womens Supershirt Polyester - Short Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish, Regular and Tall 5XL	
Name Southern Uniform &	QTY		Unit Price	Extended	Mfgr	<u>MfgNo</u>	Alternate Specification	Note to Buyer
Equipment	5	Ea	\$65.72	\$328.60				
Alamar Uniforms		Ea	\$80.66	\$403.30				Sizes available are 58-60. All regular and tall shirts are custom made. Allow approximately 120 days for delivery.
Aramark Uniform Services	5	Ea	No Bid					
Line 8					Blauer or Equivalen t	8675 <b>W</b> -11	Black Womens Supershirt Polyester - Short Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish, Regular and Tall 6XL	
	ヘテンプ	LIOM	Unit Price	Cutonded	N 45	N 46 N 1 -		
Name ( Southern Uniform &	<u>YTÇ</u>	OOM I	Onicelice	Extended	Mfgr	MfgNo	Alternate Specification	Note to Buyer

		, ,		т.				Sizes available are 60-62.
Alamar Uniforms	5	Ea	\$80.66	\$403.30				All regular and tall shirts are custom made. Allow approximately 120 days for delivery.
Aramark Uniform Services	5	Ea	No Bid					
Line 9					Blauer or Equivalen t	8670-11	Black Mens Supershirt Polyester - Long Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish, Neck sizes 14-22.5 inches, Sleeve length 31-39	
Name	QTY	UOM	Unit Price	Extended	Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms	650	Еа	\$43.00					Stock sizes available:14.5/31,33, 15/31,33, 15.5/31,33,35, 16/31,33,35, 16.5/31,33,35,37, 17.5/33,35,37, 18/33,35,37, 18.5/33,35,37, 19.5/35,37,39, 20.5/35,37,39, 21.5/35,37,39, 22.5/35,37,39
Southern Uniform & Equipment	650	Ea	\$59.95	\$38,967.50				
Aramark Uniform Services	650	Ea .	No Bid				Substitute RedKap	
Aramark Uniform Services (Alt 1)	650	Ea	\$39.75	\$25,837.50	RedKap	H\$1132	HS1132, Sizes: Neck – 14-18, Sleeve 32-36, 100% polyester tropical weave	
Line 10					Blauer or Equivalen t	8670W-11	Black Womens Supershirt Polyester - Long Sleeve, 8 oz. 100% polyester with 10% stretch and liquid repellent finish, Regular Sizes 30 - 50	
Name	QTY	иом	Unit Price	Extended	Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms		0 Ea	\$43.00		)			
Southern Uniform &	30	0 Ea	\$59.95	\$17,985.00				!
Equipment Aramark Uniform Services	30	0 Ea	No Bid			<u> </u>		n de la companya del la companya de la companya del la companya de
Aramark Uniform Services (Alt 1)		0 Ea	\$39.75	\$11,925.00	RedKap	HS1184	Substitute RedKap HS1184, Sizes S-2XL, \$39.75 /ea	
Line 11					t	74273-019	Black Mens 5.11 Tactica Taclite Pro Pants  Waist Size 28 - 44, inseam 30 inches - 36 inches (or unhemmed option)	
Name	QTY	UOM	Unit Price	<u>Extended</u>	Mfgr	MfgNo	Alternate Specification	Note to Buyer Pants stocked even
Alamar Uniforms	100	0 EA	\$38.04	\$38,040.0	0			inseams only. Hemming to odd size inseams available.
Southern Uniform & Equipment	100	0 EA	\$46.9	5 \$46,950.0	o			

Aramark Uniform Services	1000	EΑ	\$53.00	\$53,000.00	ol	1	1	
		1	1	7-5,000.00	<del> </del>			
Line 12					5.11 or Equivalen t	74273X-019	Black Mens 5.11 Tactical Taclite Pro Pants  Waist Size 46 - 54, inseam 30 inches - 36 inches (or unhemmed option)	
Name	QTY		Unit Price	Extended	Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms	50	Ea	\$44.95	\$2,247.50	)			
Southern Uniform & Equipment	50	Ea	\$52.95	\$2,647.50	)			
Aramark Uniform Services	50	Ea	\$63.00	\$3,150.00	)		<u> </u>	
Line 13					t	64360-019	Black Womens Regular and Tall 5.11 Tactical Taclite Pro Pants  Size 2 - 20	
Name	QTY		Unit Price	Extended	Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms	650	Ea	\$38.04	\$24,726.00	)			
Southern Uniform & Equipment	650	Ea	\$46.95	\$30,517.50	)			
Aramark Uniform Services	650	Ea	\$53.00	\$34,450.00	)			
Line 14					Elbeco or Equivalen t		Black and/or Grey Mens Performance Tactical Short Sleeve Polo  Sizes S-6XL	
Name	QTY	UOM	Unit Price		Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms	400	Ea	\$29.70	\$11,880.00		1		
Southern Uniform & Equipment	400	Ea	\$39.95	\$15,980.00				
Aramark Uniform Services	400	Ea	\$42.00	\$16,800.00				Substitute Elbeco UFX Tactical Polo #SW672, S- 3XL,
Line 15					Elbeco or Equivalen t	K5171LC	Black and/or Grey Womens Performance Tactical Short Sleeve Polo Sizes SM - 4XL	
Name	QTY	UOM	Unit Price	Extended	Mfgr	MfgNo	·····	Note to Buyer
Alamar Uniforms	150	EA	\$29.70	\$4,455.00				
Southern Uniform & Equipment	150	EA	\$39.95	\$5,992.50				
Aramark Uniform Services	150	EA	\$42.00	\$6,300.00				Substitute Elbeco Response Women's Uf/x Performance Tactical Polo Item# ST120, S-3XL,
Line 16				* ***. ***. **************************	5.11 or Equivalen t		Optional - Black Mens Tactical Short Sleeve Performance Polo  Sizes XS - 2XL	
Name	OTY		Unit Price			<u>MfgNo</u>	Alternate Specification	Note to Buyer
Alamar Uniforms Southern Uniform &	325 325		\$31.88 \$38.50					
Equipment Aramark Uniform Services	325		No Bid	,, <b>, </b>				
Aramark Officers	1 323	L'a	INU DIO		J			

Aramark Uniform Services (Alt 1)	325	Ea	\$12.50	\$4,062.50	Wearguar d	11132	Substitute Wearguard Performance Polo 11132, S-3XL, •WearGuard® weartec™ polyester performance polo •6-oz. 100% micropiqué polyester •resists staining, shrinking, fading and wrinkling •short-sleeve styling •smooth, no-pocket front •rib-knit collar and cuffs hold their shape •classic three-button placket •easy-moving side vents •machine wash, dry •imported	
Line 17					5.11 or Equivalen t	71049-019	Optional - Black Mens Tactical Short Sleeve Performance Polo  Size 3XL	A 1 2 1
7.1017110			Unit Price		Mfgr	MfqNo	Alternate Specification	Note to Buyer
Alamar Uniforms	50	Ea	\$36.15	\$1,807.50				
Southern Uniform & Equipment	50	Ea	\$41.50	\$2,075.00				
Aramark Uniform Services	50	Ea	No Bid					
Aramark Uniform Services (Alt 1)	50	ů	\$12.50	\$625.00	<b>Wearguar</b> d	11132	Substitute Wearguard Performance Polo 11132, S-3XL, •WearGuard® weartec™ polyester performance polo •6-oz. 100% micropiqué polyester •resists staining, shrinking, fading and wrinkling •short-sleeve styling •smooth, no-pocket front •rib-knit collar and cuffs hold their shape •classic three-button	
Line 18					5.11 or Equivalen	71049-019	placket -easy-moving side vents -machine wash, dry -imported  Optional - Black Mens Tactical Short Sleeve Performance Polo	
Nomo	QTY	иом	Unit Price	Fytended	Mfgr	MfgNo	 Sizes 4XL-6XL Alternate Specification	Note to Buyer
Name Southern Uniform &								
Equipment	25	Ea	\$41.50	\$1,037.50				Ouston made sizes, eller
Alamar Uniforms	25	Ea	\$96.76	\$2,419.00				Custom made sizes, allow approximately 90 days for delivery
Aramark Uniform Services	~~	Ea	No Bid	<del>                                     </del>	<del> </del>			

Line 19					t	61165-019	Optional - Black Womens Tactical Short Sleeve Performance Polo Size S - XL	
Name	QTY		Unit Price		Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms	150	La	\$31.88	\$4,782.00				
Southern Uniform &	150	Ea	\$38.50	\$5,775.00	ı			
Equipment	<u> </u>	<u></u>		4-,,				
Aramark Uniform Services	150	Ea	No Bid					
Aramark Uniform Services (Alt 1)	150	Ea	\$10.00	\$1,500.00	wearguar d	311115	Substitute Wearguard Performance Polo 11115. S-XL,  •WearGuard® weartec™ women's high- performance polo •6-oz. 100% micropiqué polyester •resists staining, shrinking, fading and wrinkling •short-sleeve styling •smooth, no-pocket front •rib-knit collar and cuffs hold their shape •unique v-neck placket •easy-moving side vents •machine wash, dry •imported	
Line 20					5.11 or Equivalen t	48096-019	Optional - Black Tactical Double Duty Jacket XS - 4XL	
Name	QTY	<u>UOM</u>	Unit Price	<u>Extended</u>	Mfgr	MfgNo	Alternate Specification	Note to Buyer
Southern Uniform & Equipment	200	Ea	\$41.50	\$8,300.00				
Alamar Uniforms	200		\$97.98					Sizes 3XL and 4XL cost is \$103.75
Aramark Uniform Services	200	Ea	\$145.00	\$29,000.00				
Line 21					Elbeco or Equivalen t		Optional - Black Short Summit Duty Jacket  Sizes XS - 4XL	
Name			Unit Price		<u>Mfgr</u>	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms	200	Ea	\$166.53	\$33,306.00				
Southern Uniform &	200	Ea	\$199.50	\$39,900.00				
Equipment	L	L		,				
Aramark Uniform Services	200	∟a	No Bid			·		
Line 22					Elbeco or Equivalen t		Optional - Black Regular Summit Duty Jacket  Size XS-4XL	
Name	QTY		Unit Price		Mfgr	<u>MfqNo</u>	Alternate Specification	Note to Buyer
Alamar Uniforms	200	Ea	\$166.53	\$33,306.00				
Southern Uniform & Equipment	200		\$199.50	\$39,900.00				
Aramark Uniform Services	200	Ea	No Bid					

Aramark Uniform Services (Alt 1)	200	Ea	\$128.00	\$25,600.00	RedKap	H\$3352	and a breathable waterproof coating means this jacket will stand up to ever- changing weather conditions. A Zip-out Primaloft liner help make this an excellent addition to any uniform.Fabric -Tactel Nylon, Spun Nylon Outer Shell Blend - 100% Nylon Care - Home Wash. Waterproof, Breathable Coatsing Two-Way Zipper with Internal Storm Flap Tunnel Elastic Cuff with Adjustable Hook & Loop Closures Large Box-Pleated Pockets with Scalloped Flaps and Hook & Loop Closures Concealed Front Pockets , Elastic Extending 3/4 Around Waist and Equipment-Access Side Zippers, No Special Orders—Sizes S.XI	
Line 23					Elbeco or Equivalen t	3920	Optional - Black Long Summit Duty Jacket  Size XS-4XL	
Name	QTY	UOM	Unit Price		Mfgr	MfqNo	Alternate Specification	Note to Buyer
Alamar Uniforms	200	Ea	\$166.53	\$33,306.00				
Southern Uniform & Equipment	200	Ea	\$199.50	\$39,900.00				
Aramark Uniform Services	200	Fa	No Bid			<u> </u>		

Aramark Uniform Services (Ait 1)	200		\$153.00	\$30,600.00		HS3352	actel nylon outer shell and a breathable waterproof coating means this jacket will stand up to everchanging weather conditions. A Zip-out Primaloft liner help make this an excellent addition to any uniform.Fabric -Tactel Nylon, Spun Nylon Outer Shell Blend - 100% Nylon Care - Home Wash. Waterproof, Breathable Coatsing Two-Way Zipper with Internal Storm Flap Tunnel, Elastic Cuff with Adjustable Hook & Loop Closures Large Box-Pleated Pockets with Scalloped Flaps and Hook & Loop Closures Concealed Front Pockets , Elastic Extending 3/4 Around Waist and Equipment-Access Side Zippers, No Special Orders Sizes S-X1	
Line 24					Propper or Equivalen t		Optional - Black Regular Defender Echo Softshell Jacket Sizes S-5XL	
	QTY		Unit Price		Mfqr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms Southern Uniform &	200		\$99.86					
Equipment	200		\$121.95	\$24,390.00				
Aramark Uniform Services	200	Ea	No Bid					
Aramark Uniform Services (Alt 1)	200		\$61.00	\$12,200.00	Dickles	9948	Substitute Dickies Style 9948, Sizes S-3XL, S-2XL \$61.00 /ea, Size 3XL \$68.00 /ea•classic work jacket construction with a soft side •slash-style pockets with zip closures for a sure seal •snap-close chest pockets for cell and more •made-to-last zipper •zip to top for superior protection from wind and rain	
Line 25					Propper or Equivalen t	F5474-07- 001	Optional - Black Long Defender Echo Softshell Jacket Sizes M- 3XL	
Name	OTY	ПОМ	LL-3 Deine		<del></del>			
Alamar Uniforms		OON	Unit Price	Extended \$19,972.00	Mfgr	MfgNo	Alternate Specification	Note to Buyer

Southern Uniform & Equipment	200	Ea	\$121.95	\$24,390.00				
Aramark Uniform Services	200	Ea	No Bid					
Aramark Uniform Services (Ait 1)	200	Ea	\$128,00	\$25,600.00	Galls	JC471	Substitute Galls PROPPER BA Softshell Jacket #JC471, Size S- 2XL,  *100% polyester *Pull-out IDor badge panel on left chest *Zip vent under arms for regulating temperature *Dual bicep pockets with zip closure *Warrant pocket with quiet magnet closure on chest *Dual wrist zip pockets for secure storage *Additional dual-access zip pocket on lower back *Full-zip front with two- way double sliders for easy CCW access *Imported	
Line 26					Propper or Equivalen t	F5475-75- 001	Optional - Black Regular Defender Alpha Classic Duty Jacket Sizes XS-5XL	
Name			Unit Price	Extended	Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms	200	Ea	\$117.20	\$23,440.00				
Southern Uniform & Equipment	200		\$135.50	\$27,100.00				
Aramark Uniform Services	200	Ea	No Bid		l			

Aramark Uniform Services (Alt 1)	200	Ea	\$111.00	\$22,200.00	Liberty Uniform	530M	*SHELL: 100% nylon 3- ply supplex *Plain weave *4.0 ozs./sq. yd. *HydroFusion fabric system including Durepel water resistant treatment on the face side and hydrophilic durable coating on the back side *Passes international rainwear tariff requirements *Shell fabric is waterproof and breathable *LINING: 100% nylon taffeta *ZIP-OUT LINER: 100% nylon face & back *200 gm. Thinsulate body and 100 gm. Thinsulate sleeve insulation for extreme cold weather warmth without bulk *Cape type construction with under-arm gusset *Removable Polar Fleece collar liner *Index-arm zipper air.	
Line 27					Propper or Equivalen t	F5475-75- 001	Optional - Black Long Defender Alpha Classic Duty Jacket Sizes M-3XL	
Name	QTY		Unit Price		Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms	200	Ea	\$117.20	\$23,440.00				
Southern Uniform &	200	Ea	\$135.50	\$27,100.00				
Equipment		I		<b>4</b> 7,100.00			<u> </u>	
Aramark Uniform Services	200	Ea	No Bid					

Name	QTY	иом	Unit Price	Extended	Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms		Ea	\$19.82			MINISTRO	A TOTALO OPOGRACION	TACIO IO DUYEI
Aramark Uniform Services		Ea	\$24.00			<u> </u>		
Southern Uniform &		<u> </u>		<del>+</del> .50,50				
Equipment	20	Ea	No Bid			ł		
	<b>T</b>	<u> </u>						
Line 30					5.11 or Equivalen t	71049-860	Mens Performance Polo Short Sleeve Sizes S-2XL	
Name	QTY	UOM	Unit Price	Extended	Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms		Ea	\$31.88					
Southern Uniform &		Ea						
Equipment			\$38.50	\$1,540.00				
Aramark Uniform Services	40	Ea	No Bid					
Aramark Uniform Services (Alt 1)	40	E.	\$12.50	\$500.00	Wearguar d	11132	Substitute Wearguard Performance Polo 11132, S-3XL, -WearGuard® weartec™ polyester performance polo -6-oz. 100% micropiqué polyester -resists staining, shrinking, fading and wrinkling -short-sleeve styling -smooth, no-pocket front -rib-knit collar and cuffs hold their shape -classic three-button placket -easy-moving side vents -machine wash, dry -imported	
							-mpored	
Line 31					5.11 or Equivalen t		Mens Performance Polo Short Sleeve Size 3XL	
Name	QTY		Unit Price		Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms	5	Ea	\$36.15	\$180.75				
Southern Uniform &		Ea	\$41.50					
Equipment	1		<b>341.50</b>	\$207.50				
Aramark Uniform Services	5	Ea	No Bid					
Aramark Uniform Services (Alt 1)	<b>.</b>	<b></b>	\$12.50	\$62.50	Wearguar d	11132	Substitute Wearguard Performance Polo 11132, S-3XL, *WearGuard® weartec™ polyester performance polo *6-oz. 100% micropiqué polyester *resists staining, shrinking, fading and wrinkling *short-sleeve styling *smooth, no-pocket front *rib-knit collar and cuffs hold their shape *classic three-button placket *easy-moving side vents	
							•machine wash, dry •imported	

Name									
Southern Uniform 8	Line 32							Short Sleeve Size 4XL	
Alamark Uniform Services	Name	QTY	UOM	Unit Price	Extended	Mfgr	MfgNo	Alternate Specification	Note to Buyer
Aramark Uniform Services  S Ea S90.76 \$483.80 Sübstitute Wearguard oplovery.  Aramark Uniform Services  S Ea S12.50 Sec. 50 Wearguar 1132, 5-301. WearGuardin weather wealth on the process of collevery.  Aramark Uniform Services  Aramark Uniform Services  S Ea S12.50 Sec. 50 Wearguar 1132. WearGuardin weather work oploves the performance policy oploves the receipts staining, facing and windring emonth, no-pocket from the single their shape classic three-button placket weather weathe		5	Ea	\$41.50	\$207.50				
Aramark Uniform Services   S   Ea   \$12.50   \$82.50   Wearguar   Performance Pola   11132   \$33.1.   Wearguard   Performance Pola   11132   \$32.50   Wearguard   Performance Pola   11132   Wearguard   11132   Wearguard		5	Ea	\$96.76	\$483.80	1 to 1 to 1 to 1			approximately 90 days for
Aramark Uniform Services	Aramark Uniform Services	5	Ea	No Bid					
Aramark Uniform Services   S   Ea								Performance Polo 11132, S-3XL, •WearGuard® weartec™ polyester performance polo •6-oz. 100% micropiqué polyester •resists staining,	
Line 33    Rame   QTY   UOM   Unit Price   Extended   Mfgr   MfgNo   Alternate   Specification   Note to Buyer		5	Ea	\$12.50	\$62.50	Wearguar d	11132	wrinkling -short-sleeve styling -smooth, no-pocket front -rib-knit collar and cuffs hold their shape -classic three-button placket -easy-moving side vents -machine wash, dry	
Name         QTY         UOM         Unit Price         Extended         Mfgr         MfgNo         Alternate Specification         Note to Buyer           Alamar Uniforms         25 Ea         \$34.95         \$873.75         ————————————————————————————————————	Line 33				-		72049-860	Long Sleeve Sizes	
Alamar Uniforms	Name	OTY	LIOM	Unit Price	Extended	Mfar	MfaNo		Note to Buyer
Southern Uniform &   25   Ea   \$41.50   \$1,037.50		3							
Equipment			1	-					
Aramark Uniform Services 25 Ea No Bid  Line 34  Name QTY UOM Unit Price Extended Mfgr MfgNo Alternate Specification Note to Buyer  Southern Uniform & 5 Ea \$36.88 \$184.40  Southern Uniform Services 5 Ea No Bid  Line 35  Line 35  Name QTY UOM Unit Price Extended Mfgr MfgNo Alternate Specification Note to Buyer  5.11 or Equivalen t Survices 5 Ea No Bid  5.11 or Equivalen t Survices 5 Ea No Bid  Aramark Uniform & Services 5 Ea No Bid  Alternate Specification Note to Buyer  Mens Performance Polo Long Sleeve Size 4XL  Mane QTY UOM Unit Price Extended Mfgr MfgNo Alternate Specification Note to Buyer  Alamar Uniform & 5 Ea \$44.50 \$222.50  Alamar Uniforms 5 Ea \$44.50 \$222.50  Alamar Uniforms 5 Ea \$44.50 \$222.50  Alamar Uniforms 5 Ea \$99.75 \$498.75		25	La	\$41.50	\$1,037.50				
Line 34    Continue of the process o	Aramark Uniform Services	25	Ea	No Bid					
Alamar Uniforms   5   Ea   \$36.88   \$184.40	Line 34						72049-860	Long Sleeve Size	
Alamar Uniforms   5   Ea   \$36.88   \$184.40	Name						<u>MfgNo</u>	Alternate Specification	Note to Buyer
Equipment 5 Ea \$44.50 \$222.50  Aramark Uniform Services 5 Ea No Bid  Line 35  Southern Uniform & 5 Ea \$44.50 \$222.50  Alamar Uniforms 5 Ea \$99.75 \$498.75  Southern Uniforms 5 Ea \$99.75 \$498.75		5	Ea	\$36.88	\$184.40				
Aramark Uniform Services 5 Ea No Bid  Line 35  Line 35  Name  OTY UOM Unit Price Extended Mfgr MfgNo Alternate Specification Note to Buyer  Southern Uniform & 5 Ea \$44.50 \$222.50  Alamar Uniforms 5 Ea \$99.75 \$498.75		5	Ea	\$44.50	\$222.50				
Line 35  Southern Uniforms  5.11 or Equivalen t  Southern Uniforms  5 Ea \$99.75 \$498.75  Ea \$99.75 \$498.75		-	Fa	No Bid	<del> </del>		<del>                                     </del>		
Line 35    Name   QTY   UOM   Unit Price   Extended   Mfgr   MfgNo   Alternate Specification   Note to Buyer	Aramaik Official Octators	<del>                                     </del>		110 010			<b>†</b>		
Southern Uniform & Equipment         5 Ea         \$44.50         \$222.50         Custom made.           Alamar Uniforms         5 Ea         \$99.75         \$498.75         Approximately 90 days for delivery	Line 35					Equivalen t		Long Sleeve Size 4XL	
Equipment 5 Ea \$44.50 \$222.50 Custom made.  Alamar Uniforms 5 Ea \$99.75 \$498.75 Approximately 90 days for delivery		QTY	UOM	Unit Price	Extended	Mfgr	MfgNo	Alternate Specification	Note to Buyer
Custom made.  Alamar Uniforms 5 Ea \$99.75 \$498.75 Approximately 90 days for delivery		5	Ea	\$44.50	\$222.50				
Aramark Uniform Services 5 Ea No Bid	Alamar Uniforms	5	Ea	\$99.75					Approximately 90 days for
	Aramark Uniform Services	5	Ea	No Bid					ļ

Line 36					Redcap or Equivalen t		Mens regular and long wrinkle resistant cotton work shirt short sleeve  Size S-XL	
Name		UOM	Unit Price	Extended	Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms	40	Ea	\$16.47	\$658.80				
Aramark Uniform Services	40	Ea	No Bid					
Aramark Uniform Services (Alt 1)		Ea	\$11.50	\$460.00	Wearguar d	1218	•ARAMARK Dura-Press Short-Sleeve Shirt •100% ring-spun cotton twill •Stain and wrinkle resistant •Soil-release finish •Lined collar •Reinforced seams •Two chest pockets, one with pencil slot •Break-resistant buttons •Industrial launder or machine wash, dry •Imported	
Line 37					Redcap or Equivalen t		Mens regular and long wrinkle resistant cotton work shirt short sleeve Sizes 2XL- 4XL	
Name	QTY	иом	Unit Price	Extended	Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms		Ea	\$19.45					
Aramark Uniform Services		Ea	No Bid	T			1	
Southern Uniform &								
Equipment	15	Ea	No Bid					į
Aramark Uniform Services (Alt 1)	15		\$12.50	\$187.50	Wearguar d	1218	*ARAMARK Dura-Press Short-Sleeve Shirt *100% ring-spun cotton twill *Stain and wrinkle resistant *Soil-release finish *Lined collar *Reinforced seams *Two chest pockets, one with pencil slot *Break-resistant buttons *Industrial launder or machine wash, dry *Imported	
Line 38					Redcap or Equivalen t		Mens regular and long wrinkle resistant cotton work shirt short sleeve  Size 5XL	
Name	QTY	UOM	Unit Price	Extended	Mfgr	MfqNo	Alternate Specification	Note to Buyer
Alamar Uniforms		Ēа	\$29.88	\$149.40				Custom made. Allow approximately 45 days for delivery
Aramark Uniform Services	5	Ea	No Bid					
Southern Uniform &	4	Ea	No Bid					
Equipment	ر ا	a	I AO DIO				I	1

Aramark Uniform Services (Alt 1)	5	a	\$13.50	\$67.50	Wearguar d	1218	-ARAMARK Dura-Press Short-Sleeve Shirt -100% ring-spun cotton twill -Stain and wrinkle resistant -Soil-release finish -Lined collar -Reinforced seams -Two chest pockets, one with pencil slot -Break-resistant buttons -Industrial launder or machine wash, dry -Imported	
Line 39					Redcap or Equivalen t	SC30SG	Mens regular and long wrinkle resistant cotton work shirt long sleeve  Size S-XL	
Name	QTY	UOM	Unit Price	Extended	Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms	25	Ea	\$19.70	\$492.50				
Aramark Uniform Services	25	Ea	No Bid					
Southern Uniform &	25	Ea	No Bid					
Equipment	25	Ca	INO DIO					
Aramark Uniform Services (Alt 1)	25	Ea	\$12:00	\$300.00	<b>W</b> earguar d	1221	*aramark dura-press long-sleeve shirt *100% ring-spun cotton twill *stain and wrinkle resistant *soil-release finish *lined collar *reinforced seams *two chest pockets, one with pencil slot *break-resistant buttons *industrial launder or machine wash, dry *imported	
Line 40					Redcap or Equivalen t	SC30SG	Mens regular and long wrinkle resistant cotton work shirt long sleeve  Size 2XL-4XL	
<u>Name</u>			Unit Price		Mfgr	MfgNo	Alternate Specification	Note to Buyer
Alamar Uniforms		Ea	\$39.40	\$394.00				
Aramark Uniform Services	10	Ea	No Bid					
Southern Uniform & Equipment	10	Ea	No Bid					

Aramark Uniform Services (Alt 1)	10 Ea	\$13.00	\$130.00	Wearguar d	<b>1221</b>	•aramark dura-press long-sleeve shirt •100% ring-spun cotton twill •stain and wrinkle resistant •soil-release finish •lined collar •reinforced seams •two chest pockets, one with pencil slot •break-resistant buttons •industrial launder or machine wash, dry	
						eimported	

#### 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 <u>kindred items</u>. 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 <u>Escalation/De-escalation Clause</u>: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/deescalation 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.

## SPECIFICATIONS GUARD AND MAINTENANCE STAFF CLOTHING

#### 1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for the Annual Supply of Guard and Maintenance Staff Clothing for County Corrections.
- 1.2 Bidder shall submit their bid and all supporting documents via the City/County e-bid system.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail request to Rachelle Hinze, City of Lincoln, Buyer (<a href="mailto:rhinze@lincoln.ne.gov">rhinze@lincoln.ne.gov</a>).
  - 1.3.1 These inquiries and/or responses shall be distributed to prospective Vendors as an electronic addenda.
  - 1.3.2 All inquiries must be submitted to the Purchasing Office five (5) days prior to the bid opening.
  - 1.3.3 No direct contact is allowed between Vendor and other City/County Staff, besides Purchasing, throughout the bid process.
    - 1.3.3.1 Failure to follow this requirement may result in immediate disqualification of your bid.
- 1.4 The contract period shall be effective September 25, 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.
- 1.5 Estimated yearly expenditure is approximately \$20,000.00 \$25,000.00.
- 1.6 Quantities listed in the lines items are an estimated amount for a one year term.
- 1.7 Vendors shall enter pricing F.O.B. destination with all transportation charges paid.
- 1.8 Orders will be placed on an as needed basis by the Lancaster County Corrections Department.

#### 2. SAMPLES

- 2.1 If bidding an item other than what is being requested, the Owners may request that the Vendor 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. ACCEPTANCE OF MATERIAL

- 3.1 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the contract number/bid number.
- 3.2 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 Unit bid prices shall include all delivery costs to the following location:

Lancaster County Corrections \_\_\_\_\_ 3801 West "O" Street Lincoln, NE 68522

(The loading dock area is at the SE corner of the building)

- 4.2 Deliveries shall be made between the hours of 7:00 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) days of receipt of order.
  - 4.4 Delivery of non-stock items are to be delivered within ten (10) days of receipt of

order.

#### 5. RETURN POLICY

- 5.1 Successful vendor shall offer a full money back return policy for items that are unworn and undamaged for reasons of defect or wrong size.
- 5.2 Returns to the vendor shall be made within thirty (30) days to quality for full credit.
- 5.3 Successful vendor shall accept returns by mail, drop off at the vendor's location or onsite pickup.
- 5.4 Vendor shall make arrangements and cover the cost for carrier (i.e. UPS) to pick up the return item from the delivery location.
- 5.5 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).

#### 6. WORKMANSHIP

\_\_\_\_\_6.1 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.

#### 7. INVENTORY

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

#### 8. SHIPMENT

- \_8.1 Orders shall be shipped in durable strong boxes to prevent damage in shipment.
- 8.2 Each box shall identify the contents in the box such as, but not limited to content (i.e. type of clothing, sizes and colors).

#### 9. AWARD EVALUATION

- 9.1 The award determination will be made in accordance with section 13. BID EVALUATION AND AWARD, of the Instructions to Bidders and also with consideration given to the following factors:
  - 9.1.1 Total price of contract and other pricing factors that will amount to the best value to 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.

#### 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. 8<sup>th</sup> 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.
    - 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.

#### X b. CONTRACT, unless otherwise noted.

- 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).
- The County will sign and date the Contract and submit the Contract to the County Board of Commissioners for approval and signature.
- 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.

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 royaltyfree, 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 Saturday, July 22, 2017 Monday, July 24, 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, August 4, 2017 for providing the following:

# Annual Supply of Guard and Maintenance Staff Clothing for County Corrections Bid No. 17-201

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