

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Annual Supply
Sheriff Uniform Clothing and Accessories
Bid No. 17-233**

**Bob Barker Company, Inc.
134 N Main Street
Fuquay Varina, NC 27526
(800) 334-9880**

**LANCASTER COUNTY
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Bob Barker Company, Inc.** **134 N Main Street, Fuquay Varina, NC 27526** 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:

Annual Supply - Sheriff Uniform Clothing and Accessories, Bid No. 17-233

and,

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

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

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

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

Agreement to Line Items 18 and 28-37 of Contractor's 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 estimated cost of products or services for County agencies shall not exceed \$1,500.00 during the contract term without approval by the Board of Commissioners.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.
8. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Addendum 1
 4. Addendum 2
 5. Special Provisions
 6. Specifications
 7. Instructions to Bidders
 8. Sales Tax Exemption Form 13

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

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

Annual Supply
Sheriff Uniform Clothing and Accessories
Bid No. 17-233
Lancaster County
Bob Barker Company, Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Patricia Barker Seal
Secretary

Bob Barker Company, Inc.

Name of Corporation

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

By: Erika Flynn
Duly Authorized Official

Contract Specialist
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Lancaster County Signature Page

**CONTRACT
Annual Supply
Sheriff Uniform Clothing and Accessories
Bid No. 17-233
Lancaster County
Bob Barker Company, Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Rachelle Hinze, Buyer	Address	Purchasing	Address	Lancaster County
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		Sheriff
Phone	1 (402) 441-8313		Lincoln, NE 68516		575 S. 10th St.
Fax	1 (402) 441-6513	Contact	Rachelle Hinze, Buyer		Lincoln, NE 68508
			Purchasing	Contact	
Bid Number	17-233 Addendum 2	Department		Department	
Title	Annual Supply - Sheriff	Building		Building	
	Uniform Clothing and		Suite 200		
	Accessories	Floor/Room			
Bid Type	Bid	Telephone	(402) 441-8313	Floor/Room	
Issue Date	9/14/2017 10:23 AM (CT)	Fax		Telephone	
Close Date	9/29/2017 12:00:00 PM (CT)	Email	rhinze@lincoln.ne.gov	Fax	
				Email	

Supplier Information

Company Bob Barker Company, Inc
 Address PO Box 890885

 Charlotte, NC 28289
 Contact Jack Frankenfield
 Department
 Building
 Floor/Room
 Telephone (800) 334-9880
 Fax (800) 322-7537
 Email accounting@bobbarker.com
 Submitted 9/27/2017 10:11:00 AM (CT)
 Total \$9,759.60

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

Signature ERIKA FLYNN

Email erikaflynn@bobbarker.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html</p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	NO - CORPORATION
2	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
3	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Bid award	<p>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.</p> <p>If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.</p>	Yes
6	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	Term Clause of Contract	<p>I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO</p> <p>(b) Are your bid prices subject to escalation/de-escalation YES or NO</p> <p>(c) If (b), state period for which prices will remain firm: through _____</p>	A. YES B. NO

9	Renewal is an Option	Contract Extension Renewal is an option.	Yes
10	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
11	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
12	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	15-30 DAYS ARO
13	Purchase Order, Contract and Delivery Contact	The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.	ERIKA FLYNN - ERIKAFLYNN@BOBBARKER.COM - 919-753-1657
14	Contact	Name of person submitting this bid:	ERIKA FLYNN
15	Electronic Signature	Please check here for your electronic signature.	Yes
16	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
17	Agreement to Addendum No. 2	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

Line Items

#	Qty	UOM	Description	Response
1	20	EA	Deputies - The Force Brown Men's HS 1218 Deputy Deluxe Short Sleeve Shirt, 65 poly/35 rayon (14.5-20)	No Bid

Manufacturer: Horace Small Manufacturer #: 1218

Item Notes: Unit price shall include setup fee and zig-zag stitching of LSO patch listed in line 55 on left shoulder and embroidered badge. There shall be no raw edges showing around the patch. Equivalent item will be accepted but the color and style shall be consistent to existing Horace shirt and will be subject to review by LSO staff.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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

2	20	EA	Deputies - The Force Brown Women's HS 1273 Deluxe Short Sleeve Shirt, 65 poly/35 rayon (S-2XL)	No Bid
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Manufacturer: Horace Small Manufacturer #: 1273

Item Notes: Unit price shall include setup fee and zig-zag stitching of LSO patch listed in line 55 on left shoulder and embroidered badge. There shall be no raw edges showing around the patch. Equivalent item will be accepted but the color and style shall be consistent to existing Horace shirt and will be subject to review by LSO staff.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	
3	Other sizes over 2XL	List your pricing for shirts over 2XL if available	

3	20	EA	Deputies - The Force Brown Men's HS 1120 Deputy Deluxe Long Sleeve Shirt, 65 poly/35 rayon (14.5-20)	No Bid
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Manufacturer: Horace Small Manufacturer #: 1120

Item Notes: Unit price shall include setup fee and zig-zag stitching of LSO patch listed in line 55 on left shoulder and embroidered badge. There shall be no raw edges showing around the patch. Equivalent item will be accepted but the color and style shall be consistent to existing Horace shirt and will be subject to review by LSO staff.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	

2 Model List your model number of the product you are bidding.

4 20 EA Deputies - The Force Brown Women's HS 1172 Deluxe Long Sleeve Shirt, 65 poly/35 rayon (S-2XL) No Bid

Manufacturer: Horace Small Manufacturer #: 1172

Item Notes: Unit price shall include setup fee and zig-zag stitching of LSO patch listed in line 55 on left shoulder and embroidered badge. There shall be no raw edges showing around the patch. Equivalent item will be accepted but the color and style shall be consistent to existing Horace shirt and will be subject to review by LSO staff.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	
3	Other sizes over 2XL	List your pricing for shirts over 2XL if available	

5 20 EA Deputies - Heritage Collection Poly-Worsted Wool Blend Plain Weave, Pink Tan Trouser, Men's HS 2118 (28-54) \$89.98

Manufacturer: Horace Small

Item Notes: Equivalent will be accepted but the color and style shall be consistent to existing items and subject to review by LSO staff.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	HORACE SMALL
2	Model	List your model number of the product you are bidding.	2118
3	Breakdown of pricing	List breakdown of pricing if pricing is different for the sizes requested.	

6 20 EA Deputies - Heritage Collection Poly-Worsted Wool Blend Plain Weave, Pink Tan Trouser, Women's HS 2410 (4-24) \$89.98

Manufacturer: Horace Small Manufacturer #: 2410

Item Notes: Equivalent will be accepted but the color and style shall be consistent to existing items and subject to review by LSO staff.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	HORACE SMALL
2	Model	List your model number of the product you are bidding.	2410

7 60 EA Deputies - Sentry Plus Pink Tan Trousers 100% Polyester, Men's HS 2143 (28-54) \$34.98

Manufacturer: Horace Small Manufacturer #: HS 2143

Item Notes: Equivalent will be accepted but the color and style shall be consistent to existing items and subject to review by LSO staff.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	HORACE SMALL
2	Model	List your model number of the product you are bidding.	2143
3	Breakdown of pricing	List breakdown of pricing if pricing is different for the sizes requested.	

8 60 EA Deputies - Sentry Plus Pink Tan Trousers 100% Polyester, Women's (4-24) \$34.98

Manufacturer: Horace Small Manufacturer #: HS 2475

Item Notes: Equivalent will be accepted but the color and style shall be consistent to existing items and subject to review by LSO staff.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	HORACE SMALL
2	Model	List your model number of the product you are bidding.	2475

9 20 EA Deputies - Samuel Bromme 18" Clip-on neck tie with button holes - Taupe No Bid

Manufacturer: Horace Small Manufacturer #: ES01PT

Item Notes: Equivalent will be accepted but the color and style shall be consistent to existing items and subject to review by LSO staff.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	

2 Model List your model number of the product you are bidding.

10 12 EA Courts - The Force Silver Tan Men's HS 1222 Deputy Deluxe Short Sleeve Shirt, 65 poly/35 rayon (14.5-20.5) No Bid

Manufacturer: Horace Small

Item Notes: Unit price shall include setup fee and zig-zag stitching of LSO patch listed in line 55 on left shoulder and embroidered badge. There shall be no raw edges showing around the patch. Equivalent item will be accepted but the color and style shall be consistent to existing Horace shirt and will be subject to review by LSO staff.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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

11 12 EA Courts - The Force Silver Tan Women's HS 1277 Deputy Deluxe Short Sleeve Shirt, 65 poly/35 rayon (S-2XL) No Bid

Manufacturer: Horace Small

Item Notes: Unit price shall include setup fee and zig-zag stitching of LSO patch listed in line 55 on left shoulder and embroidered badge. There shall be no raw edges showing around the patch. Equivalent item will be accepted but the color and style shall be consistent to existing Horace shirt and will be subject to review by LSO staff.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	
3	Other sizes over 2XL	List your pricing for shirts over 2XL if available	

12 12 EA Courts - The Force Silver Tan Men's HS 1124 Deputy Deluxe Long Sleeve Shirt, 65 poly/35 rayon (14.5-20.5) No Bid

Manufacturer: Horace Small

Item Notes: Unit price shall include setup fee and zig-zag stitching of LSO patch listed in line 55 on left shoulder and embroidered badge. There shall be no raw edges showing around the patch. Equivalent item will be accepted but the color and style shall be consistent to existing Horace shirt and will be subject to review by LSO staff.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	

2 Model List your model number of the product you are bidding.

13 12 EA Courts - The Force Silver Tan Women's HS 1176 Deputy Deluxe Long Sleeve Shirt, 65 poly/35 rayon (S-2XL) No Bid

Manufacturer: Horace Small Manufacturer #: 1176

Item Notes: Unit price shall include setup fee and zig-zag stitching of LSO patch listed in line 55 on left shoulder and embroidered badge. There shall be no raw edges showing around the patch. Equivalent item will be accepted but the color and style shall be consistent to existing Horace shirt and will be subject to review by LSO staff.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	
3	Other sizes over 2XL	List your pricing for shirts over 2XL if available	

14 10 EA Courts - Sentry Plus Brown Trousers 100% Polyester Men's HS 2147 (Regular 28-54) \$33.98

Manufacturer: Horace Small Manufacturer #: 2147

Item Notes: Equivalent will be accepted but the color and style shall be consistent to existing items and subject to review by LSO staff.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	HORACE SMALL
2	Model	List your model number of the product you are bidding.	2147
3	Breakdown of pricing	List breakdown of pricing if pricing is different for the sizes requested.	

15 10 EA Courts - Sentry Plus Brown Trousers 100% Polyester, Women's HS 2479 (Regular 4-24) \$33.98

Manufacturer: Horace Small Manufacturer #: 2479

Item Notes: Equivalent will be accepted but the color and style shall be consistent to existing items and subject to review by LSO staff.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	HORACE SMALL

2 Model List your model number of the product you are bidding. 2479

16 10 EA Men and/or Women Brown Tactical Valiant Duty Jacket (XS-2XL) No Bid

Manufacturer: 5.11 Manufacturer #: 48153

Item Notes: Unit price shall include setup fee and zig-zag stitching of LSO patch a listed in line 55 on left shoulder and a 6" x 1" nametape with gold or silver name stitching with velcro backing. There shall be no raw edges showing around the patch. Equivalent item will be accepted but the color and style shall be consistent to existing jacket and will be subject to review by LSO staff.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	3XL-4XL	List your pricing for 3XL-4XL	
2	Manufacturer	List your manufacturer of the product you are bidding.	
3	Model	List your model number of the product you are bidding.	

17 10 EA Black Fleece Watch Cap No Bid

Manufacturer: Condor or Equivalent Manufacturer #: WC-002

Item Notes: Unit price shall include setup fee and embroidery of SHERIFF with gold stitching.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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

18 5 EA Chocolate Brown Regular Oval Felt Sheriff Style Hat with 3" brim, standard single badge holes and standard vent holes. (6 1/2-7 7/8") \$68.98

Manufacturer: Stratton or Equivalent Manufacturer #: F-42

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	STRATTON
2	Model	List your model number of the product you are bidding.	F-42

19 5 EA Chocolate Brown Regular Oval Felt Sheriff Style Hat with 3" brim, standard single badge holes, No vent holes (6 1/2-7 7/8") No Bid

Manufacturer: Stratton or Equivalent Manufacturer #: S-42DB

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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

20 8 EA Armorskin vest carrier, brown, with three rows of molle on front (XS-2XL) No Bid

Manufacturer: Blauer Manufacturer #: 8970M-09

Item Notes: NO EQUIVALENT WILL BE ACCEPTED

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	3XL-4XL	List your pricing for 3XL-4XL	

21 4 EA Armorskin vest carrier, brown, NO molle (XS-2XL) No Bid

Manufacturer: Blauer Manufacturer #: 8970-09

Item Notes: NO EQUIVALENT WILL BE ACCEPTED

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	3XL-4XL	List your pricing for 3XL-4XL	

22 20 EA Armorskin short sleeve base shirt, brown (XS-2XL) No Bid

Manufacturer: Blauer Manufacturer #: SJ229

Item Notes: NO EQUIVALENT WILL BE ACCEPTED Unit price shall include setup fee and zig-zag stitching of LSO patch listed in line 55 on left shoulder and embroidered badge. There shall be no raw edges showing around the patch.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	3XL-4XL	List your pricing for 3XL-4XL	

23 20 EA Armorskin long sleeve base shirt, brown, with embroidered badge and shoulder patch (XS-2XL) No Bid

Manufacturer: Blauer Manufacturer #: SJ230

Item Notes: NO EQUIVALENT WILL BE ACCEPTED Unit price shall include setup fee and zig-zag stitching of LSO patch listed in line 55 on left shoulder and embroidered badge. There shall be no raw edges showing around the patch.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	3XL-4XL	List your pricing for 3XL-4XL	

24 4 EA Armorskin vest carrier, Silver Tan, with 3 rows of Molle on the front (XS-2XL) No Bid

Manufacturer: Blauer Manufacturer #: 8370M-45

Item Notes: NO EQUIVALENT WILL BE ACCEPTED

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	3XL-4XL	List your pricing for 3XL-4XL	

25 2 EA Armorskin Vest Carrier, Silver Tan, NO Molle (XS-2XL) No Bid

Manufacturer: Blauer Manufacturer #: 8370-45

Item Notes: NO EQUIVALENT WILL BE ACCEPTED

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	3XL-4XL	List your pricing for 3XL-4XL	

26 6 EA Armorskin short sleeve base shirt, Silver Tan, with embroidered badge and shoulder patch (XS-2XL) No Bid

Manufacturer: Blauer Manufacturer #: 8372-45

Item Notes: NO EQUIVALENT WILL BE ACCEPTED Unit price shall include setup fee and zig-zag stitching of LSO patch listed in line 55 on left shoulder and embroidered badge. There shall be no raw edges showing around the patch.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	3XL-4XL	List your pricing for 3XL-4XL	

27 6 EA Armorskin long sleeve base shirt, Silver Tan, with embroidered badge and shoulder patch (XS-2XL) No Bid

Manufacturer: Blauer Manufacturer #: 8371-45

Item Notes: NO EQUIVALENT WILL BE ACCEPTED Unit price shall include setup fee and zig-zag stitching of LSO patch listed in line 55 on left shoulder and embroidered badge. There shall be no raw edges showing around the patch.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	3XL-4XL	List your pricing for 3XL-4XL	

28 10 EA Black Single Handcuff Pouch MOLLE Compatible \$6.98

Manufacturer: Condor or Equivalent Manufacturer #: MA47-002

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	CONDOR
2	Model	List your model number of the product you are bidding.	MA47

29 10 EA Black Pistol Mag Pouch, MOLLE Compatible \$7.98

Manufacturer: Condor or Equivalent Manufacturer #: MA23-002

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	CONDOR
2	Model	List your model number of the product you are bidding.	MA23

30 10 EA Black OC Pouch, MOLLE Compatible \$6.49

Manufacturer: Condor or Equivalent Manufacturer #: MA78-002

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	CONDOR
2	Model	List your model number of the product you are bidding.	MA78

31 10 EA Black, Modular Radio Pouch MOLLE Compatible \$9.98

Manufacturer: Condor or Equivalent Manufacturer #: MA9-002

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	CONDOR
2	Model	List your model number of the product you are bidding.	MA9

32 10 EA Black, baton pouch for 26" baton MOLLE compatible \$7.98

Manufacturer: Condor or Equivalent Manufacturer #: 191029-002

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	CONDOR
2	Model	List your model number of the product you are bidding.	191029

33 10 EA Black, EMT Medical Pouch \$12.98

Manufacturer: Condor Manufacturer #: MA21-002

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	CONDOR
2	Model	List your model number of the product you are bidding.	MA21

34 10 EA Black, handheld flashlight pouch \$6.19

Manufacturer: Condor or Equivalent Manufacturer #: MA-48-002

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	CONDOR
2	Model	List your model number of the product you are bidding.	MA-48

35 6 EA Womens Khaki original 774 classic Dickie work pant (Regular Sizes 2-24) \$17.98

Manufacturer: Dickies Manufacturer #: FP774KH

Item Notes: NO EQUIVALENT WILL BE ACCEPTED. If sizing is different for Regular length for sizes 2-24 list your breakdown pricing

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	DICKIES
2	Model	List your model number of the product you are bidding.	FP774KH
3	Sizes 8-18 Tall	Womens Khaki original 774 classic Dickie work pant (Tall Sizes 8-18)	17.98

36 6 EA Mens Khaki original 874 Dickie work pant (Waist 26-44) inseam 28-36 \$17.98

Manufacturer: Dickie Manufacturer #: 874

Item Notes: NO EQUIVALENT WILL BE ACCEPTED.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Size Waist 46-54	List your price for mens Khaki original 874 Dickie work pant (Waist 46-54)	17.98
2	Waist size 56-64	List your price for mens Khaki original 874 Dickie work pant (Waist 56-64)	17.98
3	Waist size 66-72	List your price for mens Khaki original 874 Dickie work pant (Waist 66-72)	17.98

4 Hemming List your cost for hemming a 37" or 39" inseam pant. N/A

37 6 EA BDU 100% Cotton Ripstop Pants Khaki (S- 2LX Regular) \$22.79

Manufacturer: Propper or Equivalent Manufacturer #: F5201

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	PROPPER
2	Model	List your model number of the product you are bidding.	F5201
3	Size S- 2LX Tall	List your price for BDU 100% Cotton Ripstop Pants Khaki (S- 2LX Tall)	22.79
4	Size 3XL- 4LX Regular	List your price for BDU 100% Cotton Ripstop Pants Khaki (3XL- 4LX Regular)	22.79
5	Size 3XL- 4LX Tall	List your price for BDU 100% Cotton Ripstop Pants Khaki (3XL- 4LX Tall)	22.79

38 6 EA 6 oz. pre-shrunk 100% cotton T-Shirt (S-2XL) No Bid

Manufacturer: Gildan or Equivalent Manufacturer #: 2000

Item Notes: Preferred colors - Birch or Ash Grey. Pricing shall include screen printing of student last name on front/back with 2-3" block lettering

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	3XL - 4XL	List your price for 3XL-4XL	
2	Manufacturer	List your manufacturer of the product you are bidding.	
3	Model	List your model number of the product you are bidding.	

39 6 EA 8.0 oz, preshrunk 50/50 cotton/polyester crewneck sweatshirt (S-2XL) No Bid

Manufacturer: Gildan or Equivalent Manufacturer #: 18000

Item Notes: Preferred colors - Birch or Ash Gray. Pricing shall include screen printing of student last name on front/back with 2-3" block lettering

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	3XL-5XL	List your price for 3XL-5XL	
2	Manufacturer	List your manufacturer of the product you are bidding.	
3	Model	List your model number of the product you are bidding.	

40 6 EA Black Men's jersey pocket shorts with elastic waist band with drawstring, front pockets with a minimum of a 7" inseam (S- 2XL) No Bid

Manufacturer: Hanes or Equivalent Manufacturer #: H08790

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	3XL-4XL	List your price for 3XL-4XL	
2	Manufacturer	List your manufacturer of the product you are bidding.	
3	Model	List your model number of the product you are bidding.	

41 6 EA 9.7 oz. Black heavyweight fleece ultimate cotton men's fleece sweatpants with pockets, elastic cuffs and waistband and adjustable drawstring waist (S-2XL) No Bid

Manufacturer: Hanes or Equivalent Manufacturer #: HOF360

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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

42 2 EA Armor Express Vortex Level II (NIJ Model #AEXPG2-A-II) Short XS-2XL No Bid

Manufacturer: Armor Express or Equivalent

Item Notes: EQUIVALENT MUST MEET NIJ STANDARD 0101.06

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	
3	Pricing for 3XL Short	Armor Express Vortex Level II (NIJ Model #AEXPG2-A-II) Short 3XL	

43 6 EA Armor Express Vortex Level II (NIJ Model #AEXPG2-A-II) Regular XS-2XL No Bid

Manufacturer: Armor Express or Equivalent

Item Notes: EQUIVALENT MUST MEET NIJ STANDARDS 0101.06

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	
3	Pricing for 3XL Regular	Armor Express Vortex Level II (NIJ Model #AEXPG2-A-II) Regular 3XL	

44 1 EA Armor Express Vortex Level II (NIJ Model #AEXPG2-A-II) Long XS-2XL No Bid

Manufacturer: Armor Express or Equivalent

Item Notes: EQUIVALENT MUST MEET NIJ STANDARD 0101.06

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	
3	Pricing for 3XL Long	Armor Express Vortex Level II (NIJ Model #AEXPG2-A-II) Long 3XL	

45 1 EA Armor Express Vortex Level IIIA (NIJ Model #AEXPG2-A-IIIA) Short XS-2XL No Bid

Manufacturer: Armor Express or Equivalent

Item Notes: EQUIVALENT MUST MEET NIJ STANDARD 0101.06

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	
3	Pricing for 3XL Short	Armor Express Vortex Level IIIA (NIJ Model #AEXPG2-A-IIIA) 3XL Short	

46 6 EA Armor Express Vortex Level IIIA (NIJ Model #AEXPG2-A-IIIA) Regular XS-2XL No Bid

Manufacturer: Armor Express or Equivalent

Item Notes: EQUIVALENT MUST MEET NIJ STANDARD 0101.06

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	
3	Pricing for 3XL Regular	Armor Express Vortex Level IIIA (NIJ Model #AEXPG2-A-IIIA) 3XL Regular	

47 1 EA Armor Express Vortex Level IIIA (NIJ Model #AEXPG2-A-IIIA) Long XS-2XL No Bid

Manufacturer: Armor Express or Equivalent

Item Notes: EQUIVALENT MUST MEET NIJ STANDARD 0101.06

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	
3	Pricing for 3XL Long	Armor Express Vortex Level IIIA (NIJ Model #AEXPG2-A-IIIA) 3XL Long	

48 4 EA Armor Express Revolution Carrier, Black XS-2XL Short No Bid

Manufacturer: Armor Express or Equivalent

Item Notes: EQUIVALENT MUST MEET NIJ STANDARD 0101.06

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	
3	Pricing for 3XL Short	Armor Express Revolution Carrier, Black 3XL Short	

49 4 EA Armor Express Revolution Carrier Black XS-2XL Regular No Bid

Manufacturer: Armor Express or Equivalent

Item Notes: EQUIVALENT MUST MEET NIJ STANDARD 0101.06

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	
3	Pricing for 3XL Regular	Armor Express Revolution Carrier, Black 3XL Regular	

50 4 EA Armor Express Revolution Carrier Black XS-2XL Long No Bid

Manufacturer: Armor Express or Equivalent

Item Notes: EQUIVALENT MUST MEET NIJ STANDARD 0101.06

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	
3	Pricing for 3XL Long	Armor Express Revolution Carrier, Black 3XL Long	

51 10 EA Badge,gold or silver with the Nebraska state seal No Bid

Manufacturer: Galls or Equivalent Manufacturer #: BC171

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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

52 10 EA Collar Brass, gold or silver No Bid

Manufacturer: Galls or Equivalent Manufacturer #: CB311

Item Notes: Unit price shall include 'LSO & up to 4 digit badge number'

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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

53 10 EA Name tag, gold or silver No Bid

Manufacturer: Galls or Equivalent Manufacturer #: NT096

Item Notes: Unit price shall include Nametag with 1 or 2 lines of text (Name and rank)

Supplier Notes:

54 10 EA Whistle chain in gold or silver No Bid

Manufacturer: Galls or Equivalent Manufacturer #: UA018

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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

55 10 EA Whistle, gold or silver No Bid

Manufacturer: Gall's or Equivalent Manufacturer #: UA017

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Model	List your model number of the product you are bidding.	

56 4 EA Sergeant rank insignia, gold, safety pin back No Bid

Manufacturer: Blackington or Equivlanet Manufacturer #: A5647

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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

57 4 EA Captain rank insignia, gold, safety pin back No Bid

Manufacturer: Blackington or Equivalent Manufacturer #: A1140

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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

58 2 2 Chief Deputy rank insignia, gold, safety pin back No Bid

Manufacturer: Blackington or Equivalent Manufacturer #: A1143

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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

59 2 EA Sheriff rank insignia, gold, safety pin back No Bid

Manufacturer: Blackington or Equivalent Manufacturer #: A1142

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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

60 100 EA LSO Shoulder Patch, CUSTOM DESIGN, Gold felt background with black embroidery No Bid

Item Notes: LSO to supply design to the vendor

Supplier Notes:

Response Total: \$9,759.60

**Addendum #1
for
Annual Supply - Sheriff Uniform Clothing and Accessories
Bid 17-233**

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. I didn't see anything in the bid that requires the vendor to be a local company or required on site fittings. It sounds like someone from the agency places the order (probably via email or fax or phone) and then the vendor ships the items. Can you please confirm all of this for me?
- A. Vendor will be required to come on site to measure for hemming and tailoring for sizing at the time of ordering. Repairs and other tailoring have been performed by our dry cleaning contracted vendor.
- Q. Can you provide order frequency for these items?
- A. There is no way to anticipate what or when we might order. It depends upon our needs at the time.
- Q. Please provide a bid tab of previous bid.
- A. See next pages.

All other terms and conditions shall remain unchanged.

Dated this 20th day of September 2017.

Rachelle Hinze,
Buyer

1	Deputies - The Force Brown Women's HS 1273 and Men's HS 1218 Deputy Deluxe Short Sleeve Shirt, 65 poly/35 rayon							Pricing
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Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num	List your breakdown for all other sizes with pricing for both men and women.
The Walling Company	35	EA	No Bid			Horace Small		All sizes same price
Alamar Uniforms	35	EA	\$38.00	\$1,330.00	Men Sizes S-4XL, Women Sizes S-2XL	Horace Small		

2	Courts - The Force Silver Tan Women's HS 1277 and Men's HS 1222 Deputy Deluxe Short Sleeve Shirt, 65 poly/35 rayon							Pricing
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Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num	List your breakdown for all other sizes with pricing for both men and women.
The Walling Company	22	EA	No Bid			Horace Small		All sizes same price
Alamar Uniforms	22	EA	\$38.00	\$836.00	Men Sizes S-4XL, Women Sizes S-2XL	Horace Small		

3	Deputies - The Force Brown Women's HS 1172 and Men's HS 1120 Deputy Deluxe Long Sleeve Shirt, 65 poly/35 rayon							Pricing
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Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num	List your breakdown for all other sizes with pricing for both men and women.
The Walling Company	35	EA	No Bid			Horace Small		All sizes same price
Alamar Uniforms	35	EA	\$44.00	\$1,540.00	Men Sizes 14.5 - 20, Women Sizes S- 2XL	Horace Small		

4	Courts - The Force Silver Tan Women's HS 1176 and Men's HS 1124 Deputy Deluxe Long Sleeve Shirt, 65 poly/35 rayon							Pricing
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Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num	List your breakdown for all other sizes with pricing for both men and women.
The Walling Company	22	EA	No Bid			Horace Small		

Alamar Uniforms 22 EA \$44.00 \$968.00 Men Sizes 14.5 - 20, Women Sizes S- 2) Horace Small

All sizes same price

5 Deputies - Heritage Collection Poly-worsted Wool Blend Plain Weave, Pink Tan Trouser, Women's HS 2410 and Men's HS 2118 Pricing

Supplier QTY UOM Unit Price Extended Supplier Notes Manufacturer Manuf Num

List your breakdown for all other sizes with pricing for both men and women.

The Walling Company 60 EA No Bid Horace Small

Alamar Uniforms 60 EA \$84.00 \$5,040.00 Men Sizes 28,30,32-38,40-54 Even, Wc Horace Small

All Sizes Same Price

6 Courts - Sentry Plus Brown Trouser 100% Polyester, Women's HS 2479 and Men's HS 2147 Pricing

Supplier QTY UOM Unit Price Extended Supplier Notes Manufacturer Manuf Num

List your breakdown for all other sizes with pricing for both men and women.

The Walling Company 10 EA No Bid Horace Small

Alamar Uniforms 10 EA \$32.00 \$320.00 Men Sizes 28,30,32-38,40-54 Even, Wc Horace Small

All Sizes Same Price

7 Deputies - Sentry Plus Pink Tan Trouser 100% Polyester, Women's HS 2475 and Men's HS 2143 Pricing

Supplier QTY UOM Unit Price Extended Supplier Notes Manufacturer Manuf Num

List your breakdown for all other sizes with pricing for both men and women.

The Walling Company 20 EA No Bid Horace Small

Alamar Uniforms 20 EA \$32.00 \$640.00 Men Sizes 28,30,32-38,40-54 Even, Wc Horace Small

All Sizes Same Price

8 Brown 5.11 Tactical Valiant Duty Jacket Pricing

Supplier QTY UOM Unit Price Extended Supplier Notes Manufacturer Manuf Num

List your breakdown for all other sizes with pricing for both men and women.

The Walling Company	10	EA	No Bid			5.11	48153-108
Alamar Uniforms	10	EA	\$234.00	\$2,340.00	Jacket is available in sizes XS-4XL Bid p 5.11		48153-108

\$255.00 for Sizes 3XL-4XL

9	Chocolate Brown Regular Oval Felt Sheriff Style Hat with 3" brim, standard single badge holes and standard vent holes.						
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Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num
The Walling Company	5	EA	No Bid			Stratton	F-42
Alamar Uniforms	5	EA	\$87.00	\$435.00		Stratton	F-42

10	Chocolate Brown Regular Oval Felt Sheriff Style Hat with 3" brim, standard single badge holes, No vent holes						
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Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num
The Walling Company	5	EA	No Bid			Stratton	S-42DB
Alamar Uniforms	5	EA	\$77.00	\$385.00		Stratton	S-42DB

11	Armorskin vest carrier, Brown, with three rows of molle on front						
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Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num
The Walling Company	25	EA	No Bid			Blauer	8970M-09
Alamar Uniforms	25	EA	\$87.50	\$2,187.50		Blauer	8970M-09

12	Armorskin vest carrier, Brown, NO molle						
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Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num
The Walling Company	12	EA	No Bid			Blauer	8970-09
Alamar Uniforms	12	EA	\$77.50	\$930.00		Blauer	8970-09

13	Armorskin long sleeve base shirt, Brown, with embroidered badge and shoulder patch						
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Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num
The Walling Company	35	EA	No Bid			Blauer	8971-09
Alamar Uniforms	35	EA	\$48.00	\$1,680.00		Blauer	8971-09

14	Armorskin short sleeve base shirt, Brown, with embroidered badge and shoulder patch						
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Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num
The Walling Company	35	EA	No Bid			Blauer	8972-09
Alamar Uniforms	35	EA	\$42.30	\$1,480.50		Blauer	8972-09

15	Armorskin Vest Carrier, Silver Tan, NO Molle						
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Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num
The Walling Company	6	EA	No Bid			Blauer	8370-45
Alamar Uniforms	6	EA	\$77.50	\$465.00		Blauer	8370-45

16 Armorskin vest carrier, Silver Tan, with 3 rows of Molle on the front

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num
The Walling Company	6	EA	No Bid			Blauer	8370M-45
Alamar Uniforms	6	EA	\$87.50	\$525.00		Blauer	8370M-45

17 Armorskin long sleeve base shirt, Silver Tan, with embroidered badge and shoulder patch

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num
The Walling Company	12	EA	No Bid			Blauer	8371-45
Alamar Uniforms	12	EA	\$41.25	\$495.00		Blauer	8371-45

18 Armorskin short sleeve base shirt, Silver Tan, with embroidered badge and shoulder patch

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num
The Walling Company	12	EA	No Bid			Blauer	8372-45
Alamar Uniforms	12	EA	\$37.00	\$444.00		Blauer	8372-45

19 Black, Condor modular radio pouch

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num
The Walling Company	12	EA	No Bid			Condor	MA9-002
Alamar Uniforms	12	EA	\$10.25	\$123.00		Condor	MA9-002

20 Black, Condor Double side-arm mag pouch

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num
The Walling Company	12	EA	No Bid			Condor	MA23-002
Alamar Uniforms	12	EA	\$8.95	\$107.40		Condor	MA23-002

21 Black, Condor single handcuff pouch

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num
The Walling Company	12	EA	No Bid			Condor	MA47-002
Alamar Uniforms	12	EA	\$7.15	\$85.80		Condor	MA47-002

22 Black, Condor OC spray pouch (MK-3 & MK-4)

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num
The Walling Company	12	EA	No Bid			Condor	MA78-002
Alamar Uniforms	12	EA	\$5.95	\$71.40		Condor	MA78-002

23 Black, Condor baton pouch for 26" baton

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num
The Walling Company	12	EA	No Bid				191029
Alamar Uniforms	12	EA	\$8.00	\$96.00			191029

24 Black, Condor handheld flashlight pouch

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num
The Walling Company	12	EA	No Bid			Condor	MA-48-002
Alamar Uniforms	12	EA	\$6.25	\$75.00		Condor	MA-48-002

25 Black, Condor EMT Medical Pouch

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	Manufacturer	Manuf Num
The Walling Company	12	EA	No Bid			Condor	MA21-002
Alamar Uniforms	12	EA	\$11.95	\$143.40		Condor	MA21-002

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Addendum #2
for
Annual Supply - Sheriff Uniform Clothing and Accessories
Bid 17-233

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:

1. Please remove from Addendum 1
Vendor will be required to come on site to measure for hemming and tailoring for sizing at the time of ordering.
2. Please add - Department will forward measurements upon ordering to the awarded vendor. Any repairs will be done by our dry cleaning business. No onsite visits will be required. Insurance document is removed from the bid.

All other terms and conditions shall remain unchanged.

Dated this 21st day of September 2017.

Rachelle Hinze,
Buyer

**SPECIAL PROVISIONS
FOR
TERM CONTRACTS**

**PURCHASING DEPARTMENT
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

1. ESTIMATED QUANTITIES

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

2. CONTRACT PERIOD

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

3. BID PRICES

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

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

4. CONTRACT ADMINISTRATION

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

5. QUARTERLY REPORT

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

LANCASTER COUNTY SHERIFF UNIFORM CLOTHING AND ACCESSORIES

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for the Annual Supply - Sheriff Uniform Clothing and Accessories.
- 1.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail request to Rachelle Hinze, Buyer rhinze@lincoln.ne.gov.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda
 - 1.3.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.3.3 No direct contact is allowed between Vendor and other City staff, besides Purchasing, throughout the bid process.
- 1.4 Contract period shall be a one (1) year contract upon execution with the option to renew for three (3) additional one (1) year period.

2. SAMPLES

- 2.1 If bidding an item other than what is being requested, the Owners request that the vendor supply one (1) sample of each such item with literature on the proposed item.
 - 2.1.1 Items shall be sent to: City of Lincoln, Purchasing
440 South 8th Street, Ste. 200
Lincoln, NE 68508
 - 2.1.2 Vendor shall supply a return receipt if they would like the sample returned to them after our review.
 - 2.1.3 Failure to supply the sample and/or requested literature to the Owners may result in Vendor being deemed non-responsive.

3. ACCEPTANCE OF MATERIAL

- 3.1 Orders will be placed on an as-needed basis by department representative.
- 3.2 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the contract number assigned by Lancaster County.

4. DELIVERY

- 4.1 Unit bid prices shall include all delivery costs to the following location:

Lancaster County Sheriff
Justice & Law Enforcement Center
575 South 10th Street
Lincoln, NE 68508

- 4.2 Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., CST, during normal Lancaster County working days.
- 4.3 Delivery of in-stock items are to be initiated within one week of receipt of order.
- 4.4 Delivery of non-stock items are to be initiated within two weeks 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 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 military pressed in a workmanlike manner and show no raw edges or defective stitching in any part of the garment.
- 6.2 All thread used shall be the best grade of pure dye thread to match garment material.

7. SHIPMENT

- 7.1 Garments shall be shipped in strong boxes to prevent damage in shipment.

8. EVALUATION CRITERIA

- 8.1 Evaluation of bids will consist of the following:
 - 8.1.1 Total price of contract and other pricing factors that will amount to the best value to the Owners.
- 8.2 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. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

2. **BID SECURITY**

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

3. **BIDDER'S REPRESENTATION**

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

4. **INDEPENDENT PRICE DETERMINATION**

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

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

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

6. ADDENDA

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

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

9. DEMONSTRATIONS/SAMPLES

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

10. DELIVERY (Non-Construction)

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

11. WARRANTIES, GUARANTEES AND MAINTENANCE

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

12. ACCEPTANCE OF MATERIAL

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

13. BID EVALUATION AND AWARD

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

14. INDEMNIFICATION

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

15. TERMS OF PAYMENT

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

16. LAWS

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

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

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

19. INSURANCE

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

20. EXECUTION OF CONTRACT

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

21. TAXES AND TAX EXEMPTION CERTIFICATE

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

22. E-VERIFY

- 22.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.