

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY  
NEBRASKA**

**Annual Supply  
County Court File Folders  
Quote No. 5888**

**GBS CORP.  
224 Morges Road  
Malvern, OH 44644  
(740) 350-9257**

**LANCASTER COUNTY  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **GBS CORP., 224 Morges Road, Malvern, OH 44644**, 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:

**County Court File Folders, Quote No. 5888**

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 estimated cost of products or services for County agencies shall not exceed \$9,900.00 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 September 24, 2018 through September 23, 2019. 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. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Supplier Response
  3. Addendums 1 (with updated Civil File Folder Design) and 2
  4. Special Provisions
  5. File Folder Designs and File Folder Specifications
  6. Instructions to Bidders
  7. Proprietary Information - Bids
  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](http://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  
County Court File Folders  
Quote No. 5888  
Lancaster County  
GBS CORP.**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

Michelle Benson Seal  
Secretary

GBS CORP.

Name of Corporation

224 MORGES ROAD  
Address MAJESCO, OHIO 44644

By: [Signature]  
Duly Authorized Official

NATIONAL ACCOUNT EXECUTIVE  
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**

C-18-0504

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**CONTRACT  
Annual Supply  
County Court File Folders  
Quote No. 5888  
Lancaster County  
GBS CORP.**

**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	County Court
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		575 S. 10th St., 2nd
Phone	1 (402) 441-8313 x		Lincoln, NE 68508		Floor
Fax	1 (402) 441-6513 x	Contact	Rachelle Hinze Buyer		Lincoln, NE 68508
				Contact	
Bid Number	5888 Addendum 2	Department		Department	
Title	Annual Supply of County Court File Folders	Building	Suite 200	Building	
Bid Type	Quote	Floor/Room			
Issue Date	7/18/2018 11:06 AM (CT)	Telephone	1 (402) 441-8313 x	Floor/Room	
Close Date	7/27/2018 02:00:00 PM (CT)	Fax	1 (402) 441-6513 x	Telephone	
		Email	rhinze@lincoln.ne.gov	Fax	
				Email	

## Supplier Information

Company GBS CORP.  
 Address 224 Morges Road  
  
 Malvern, OH 44644  
 Contact Alan Bartlett  
 Department  
 Building  
 Floor/Room  
 Telephone (740) 350-9257  
 Fax (800) 444-9427  
 Email abart@gbscorp.com  
 Submitted 8/1/2018 10:04:38 AM (CT)  
 Total \$9,825.00

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

Signature Alan Bartlett

Email abart@gbscorp.com

## Supplier Notes

All line items quoted are equal and equivalent

## Bid Notes

Added Addendum 1

## 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:  <a href="http://www.sos.ne.gov/business/notary/citizenforminfo.html">http://www.sos.ne.gov/business/notary/citizenforminfo.html</a></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
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Folder Design Pictures	I acknowledge viewing and understanding the folder pictures.	Yes
5	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
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 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>	<p>Yes I acknowledge that the term is for (1) year a) Our pricing is good for the first year b) Yes our bid prices will be subject to escalation. Current prices quoted are good for one year ARO. Based on the current unstable market conditions for folder material, fasteners, ink, glue and freight we are estimate the following escalation in pricing as follows: year two +4.5% year three +4.5%, year four 4.5% and year five 5%</p>



9	Recycling of Corrugated Cardboard	I acknowledge that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors are encouraged to utilize recycling sites located throughout the city of Lincoln to dispose of corrugated cardboard.	Yes
10	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 contract/PO to be awarded.	Alan Bartlett National Account Executive 740-350-9257 abart@gbscorp.com
11	Bid Award	a) I acknowledge and understand that the City, County and/or Public Building Commission reserve the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. Do you agree and understand? Yes/No_____  b) Is your pricing based on all-or-nothing basis? Yes/No_____	Yes I agree and understand award can be made item-by item No our pricing is not based all-or-nothing
12	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
13	Delivery	State number of delivery days after receipt of order (ARO). FOB to the City/County at the location specified with all transportation charges paid. Delivery 575 South 10th garage, 1st floor. Vendor shall provide own pallet jack.	35 days ARO
14	Contact	Name of person submitting this bid:	Alan Bartlett National Account Executive
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

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## Line Items

#	Qty	UOM	Description	Response
1	150	EA	Adoption File Folders, (Bright Neon Pink)	\$0.76
Manufacturer: Tab Products Spacefinder Systems or Equivalent				Manufacturer #: 1102 or Equivalent
Item Notes: Enter price per 1 folder in unit price section. Price must include delivery to location listed above.				
Supplier Notes:				
<hr/>				
2	14,200	EA	Civil File Folders, Orange (white box in middle)	\$0.28
Manufacturer: Tab Products Spacefinder Systems or Equivalent				Manufacturer #: 1102 or Equivalent
Item Notes: Enter price per 1 folder in unit price section. Price must include delivery to location listed above.				
Supplier Notes:				
<hr/>				
3	21,000	EA	Criminal Traffic File Folders - 11 Pt. Manila folder	\$0.23
Manufacturer: Tab Products Spacefinder Systems or Equivalent				
Item Notes: Enter price per 1 folder in unit price section. Price must include delivery to location listed above.				
Supplier Notes:				
<hr/>				
4	1,100	EA	Probate File Folders, White	\$0.65
Manufacturer: Tab Products Spacefinder Systems or Equivalent				Manufacturer #: 1102 or Equivalent
Item Notes: Enter price per 1 folder in unit price section. Price must include delivery to location listed above.				
Supplier Notes:				
<hr/>				
5	500	EA	Small Claims File Folders, Gray	\$0.38
Manufacturer: Tab Products Spacefinder Systems or Equivalent				Manufacturer #: 1106 or Equivalent
Item Notes: Enter price per 1 folder in unit price section. Price must include delivery to location listed above.				
Supplier Notes:				
				Response Total: \$9,825.00

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**ADDENDUM #1**  
**Issue Date:**  
**7/24/2018**  
**Bid No. 5888**  
**Annual Supply of County Court File Folders**

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

**NOTE: BID IS EXTENDED TO FRIDAY, JULY 27, 2018 AT 2:00PM.**

- Q. Can you clarify what is meant by "Orange with white box" in the description of the civil folders
- A. Original Civil File Folder Design attachment is replaced with updated design. Vendor is not responsible to attach the white printed label on this folder.

**END OF ADDENDA NO.1**

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Rachelle Hinze,  
Buyer



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**ADDENDUM #2**  
**Issue Date:**  
**7/25/2018**  
**Bid No. 5888**  
**Annual Supply of County Court File Folders**

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

- Q. With the exception of the Criminal Traffic Folder which states 11pt are the rest of the folders 1pt or 14pt?
- A. All other folders shall be 14pt.
- Q. Please clarify Addendum 1. The folder on the original posting is green with a color coded band applied. The specifications also indicate the numbering sequence required. In the addendum the folder picture shows the folder with a gray border and color coded strip label attached. Do we disregard the specification sheet and quote a gray bordered folder with no color coded label attached?
- A. The pictures that are under the attachment tab are for examples only. Civil folder is to be orange with white box in middle. Vendor shall go off the specifications.

**END OF ADDENDA NO.2**

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

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.

## ADOPTION FOLDER DESCRIPTION

**Quantity:** 150 (One Hundred and Fifty)

**Stock:** Tab Products So. – Spacefinder Systems Model 1102 (or comparable) – Bright Pink (Neon)

**Overall Size:** 12-1/4" W x 9-1/2" H

**General Information:** Tab numbers must be visible from both sides of the folder. Tab shall be color coded, preprinted or labeled, mylar finish. Each folder shall have the following colors associated with single and double digit numbers:

Double Digit numbers (year) shall have the following background colors:

19 – Brown

#1's – Red

#2's – Light Orange

#3's – Dark Orange

#4's – Lime Green

#5's – Dark Green

#6's – Sky Blue

#7's – Deep Purple

#8's – Lavender

#9's – Brown

#0's – Pink

Each solid color beside the number shall be trimmed in black.

**Binder Clips:** Each folder to be equipped with two (2) 2 3/4" C-C-1" capacity metal fasteners. Base fasteners to be strong fiber base bonded to inside surface of folder; one on the left hand side of the folder and one on the right hand side of the folder, concealed when folder is closed.

**Consecutive Number:** Folders shall be pre-numbered consecutively as follows: 19AD0001 thru 19AD150 "AD" will be light blue.

**Delivery:** Successful bidder shall provide delivery for folders no later than December 21, 2018. They are to be delivered on site (2<sup>nd</sup> floor).

**Delivery Point:** Folders shall be delivered F.O.B. destination:

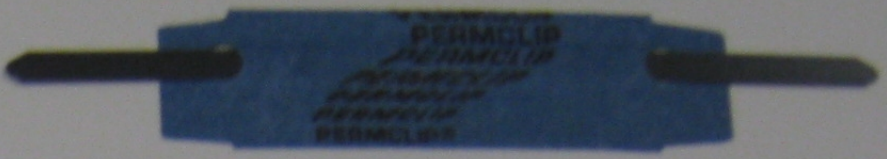
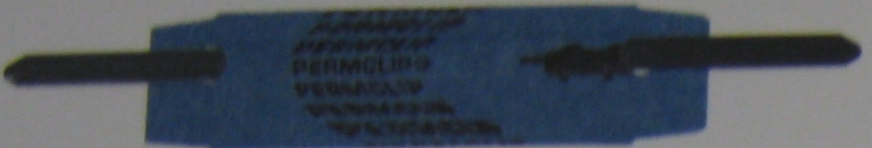
Lancaster County Court

575 S 10<sup>th</sup> – 2<sup>nd</sup> Floor

Lincoln, NE 68508

County Court Clerk shall be notified two (2) days prior to delivery so that arrangements can be made for personnel to be available at delivery point. Telephone number (402) 441-7335.





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ADOPTION OF: \_\_\_\_\_

\_\_\_\_\_

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ATTORNEY: \_\_\_\_\_

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## CIVIL FOLDER DESCRIPTION

**Quantity:** 14,200 (Fourteen Thousand, Two Hundred)

**Stock:** Tab Products So. – Spacefinder Systems Model 1102 (or comparable) – Orange (White box in middle)

**Overall Size:** 12-1/4" W x 9-1/2" H

**General Information:** Tab numbers must be visible from both sides of the folder. Tab shall be color coded, preprinted or labeled, mylar finish. Each folder shall have the following colors associated with single and double digit numbers:

Double Digit numbers (year) shall have the following background colors:

19 – Brown

#1's – Red

#2's – Light Orange

#3's – Dark Orange

#4's – Lime Green

#5's – Dark Green

#6's – Sky Blue

#7's – Deep Purple

#8's – Lavender

#9's – Brown

#0's – Pink

Each solid color beside the number shall be trimmed in black.

**Binder Clips:** Each folder to be equipped with two (2) 2 3/4" C-C-1" capacity metal fasteners. Base fasteners to be strong fiber base bonded to inside surface of folder; one on the left hand side of the folder and one on the right hand side of the folder, concealed when folder is closed.

**Consecutive Number:** Folders shall be pre-numbered consecutively as follows: 19C00001 thru 19C14200 "C" will be orange.

**Delivery:** Successful bidder shall provide delivery for folders no later than December 21, 2018. They are to be delivered on site (2<sup>nd</sup> floor).

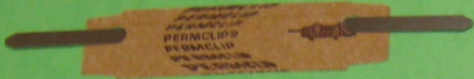
**Delivery Point:** Folders shall be delivered F.O.B. destination:

Lancaster County Court

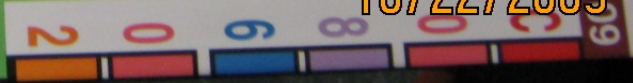
575 S 10<sup>th</sup> – 2<sup>nd</sup> Floor

Lincoln, NE 68508

County Court Clerk shall be notified two (2) days prior to delivery so that arrangements can be made for personnel to be available at delivery point. Telephone number (402) 441-7335.



10/22/2009



PERMCLIP  
PERMCLIP  
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PERMCLIP  
PERMCLIP

10/22/2009

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10/22/2009

**CRIMINAL TRAFFIC DESCRIPTION**

**Quantity:** 21,000 (Twenty-one Thousand)

**Stock:** 11 pt. manila folder, single ply tab Shelf End Tab Manila Folders.  
1pt. heavyweight file folder material single ply tab.

**Overall Size:** 12-1/4"W x 9-1/2"H

**General Information:** Tab numbers must be visible from both sides of the folder. Tab shall be color coded, preprinted or labeled, mylar finish. Each folder shall have the following colors associated with single and double digit numbers:

Double Digit numbers (year) shall have the following background colors:

- 19 – Brown
- #1's – Red
- #2's – Light Orange
- #3's – Dark Orange
- #4's – Lime Green
- #5's – Dark Green
- #6's – Sky Blue
- #7's – Deep Purple
- #8's – Lavender
- #9's – Brown
- #0's – Pink

Each solid color beside the number shall be trimmed in black. C should be orange.

**Binder Clips:** Each folder to be equipped with one (1) binder clip 2 3/4 C-C1" capacity metal fasteners. Clip to have a durable fiber base and shall be securely bonded to the inside right surface of the folder. Binder shall be concealed when folder is closed.

**Consecutive Number:** Folders shall be consecutively numbered as follows:  
19C00001 thru 19C21000 "C" will be orange.



**Delivery:** Successful bidder shall provide delivery for folders no later than December 21, 2018. They are to be delivered on site(2<sup>nd</sup> floor).

**Delivery Point:** Folders shall be delivered F.O.B. destination:

Lancaster County Court

575 S 10<sup>th</sup> – 2<sup>nd</sup> Floor

Lincoln, NE 68508

County Court Clerk shall be notified two (2) days prior to delivery so that arrangements can be made for personnel to be available at delivery point. Telephone number (402) 441-7335.

**PROBATE FOLDER DESCRIPTION**

**Quantity:** 1,100 (One thousand, One Hundred)

**Stock:** Tab Products So. – Spacefinder Systems Model 1102 (or comparable) – White

**Overall Size:** 12-1/4"W x 9-1/2" H

**General Information:** Tab numbers must be visible from both sides of the folder. Tab shall be color coded, preprinted or labeled, mylar finish. Each folder shall have the following colors associated with single and double digit numbers:

Double Digit numbers (year) shall have the following background colors:

- 19 – Brown
- #1's – Red
- #2's – Light Orange
- #3's – Dark Orange
- #4's – Lime Green
- #5's – Dark Green
- #6's – Sky Blue
- #7's – Deep Purple
- #8's – Lavender
- #9's – Brown
- #0's – Pink

Each solid color beside the number shall be trimmed in black.

**Binder Clips:** Each folder to be equipped with two (2) 2 3/4" C-C-1" capacity metal fasteners. Base fasteners to be strong fiber base bonded to inside surface of folder; one on the left hand side of the folder and one on the right hand side of the folder, concealed when folder is closed.

**Consecutive Number:** Folders shall be pre-numbered consecutively as follows: 19PR0001 thru 19PR1100 "PR" will be Dark Green

**Delivery:** Successful bidder shall provide delivery for folders no later than December 21, 2018. They are to be delivered on site (2<sup>nd</sup> floor).

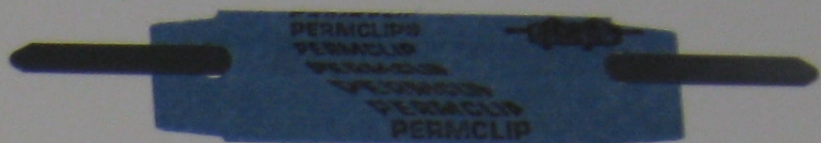
**Delivery Point:** Folders shall be delivered F.O.B. destination:

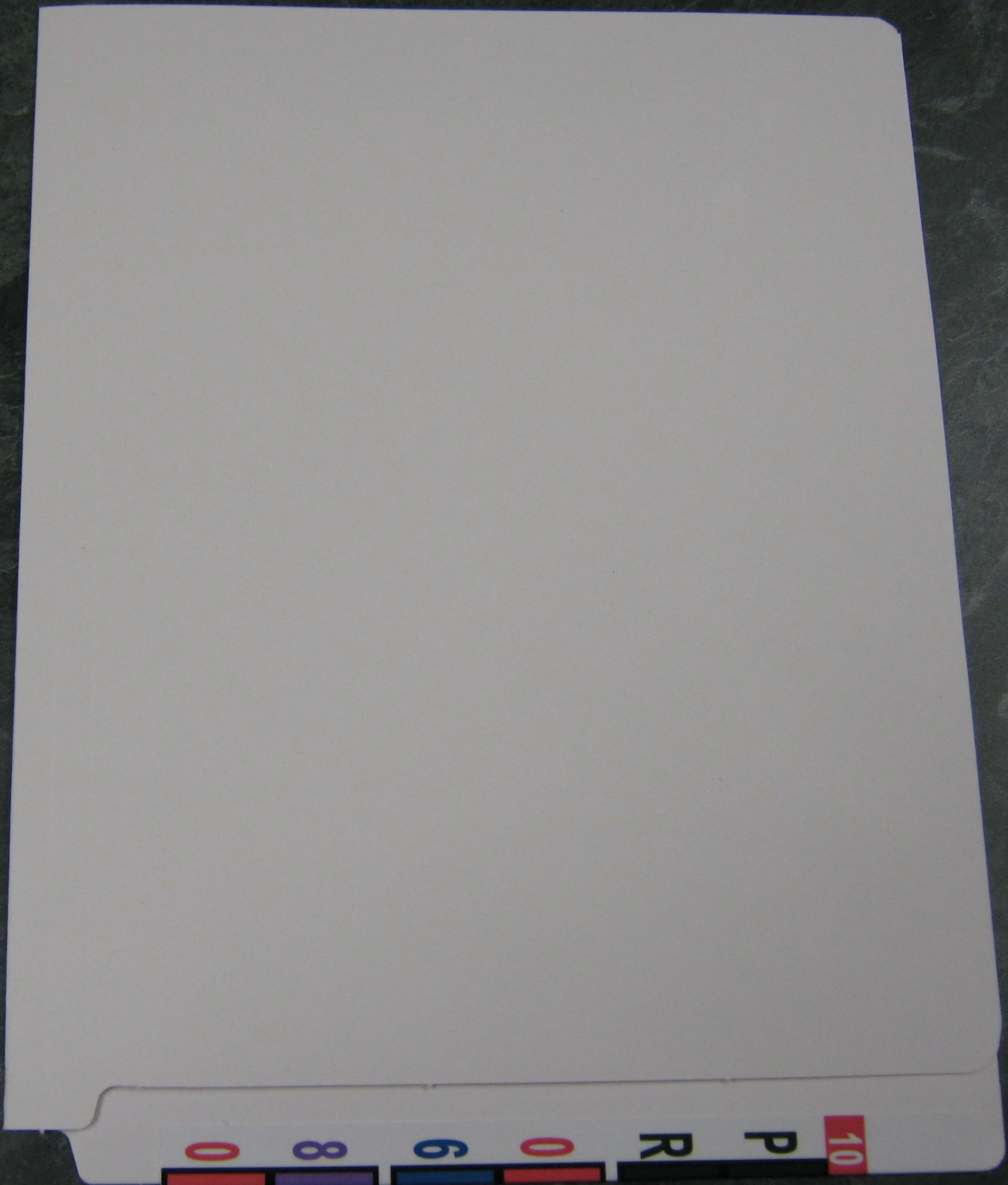
Lancaster County Court

575 S 10<sup>th</sup> – 2<sup>nd</sup> Floor

Lincoln, NE 68508

County Court Clerk shall be notified two (2) days prior to delivery so that arrangements can be made for personnel to be available at delivery point. Telephone number (402) 441-7335.





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**SMALL CLAIMS FOLDER DESCRIPTION**

**Quantity:** 500 (Five Hundred)

**Stock:** Tab Products So. – Spacefinder Systems Model 1102 (or comparable) - Gray

**Overall Size:** 12-1/4"W x 9-1/2" H

**General Information:** Tab numbers must be visible from both sides of the folder. Tab shall be color coded, preprinted or labeled, mylar finish. Each folder shall have the following colors associated with single and double digit numbers:

Double Digit numbers (year) shall have the following background colors:

- 19 – Brown
- #1's – Red
- #2's – Light Orange
- #3's – Dark Orange
- #4's – Lime Green
- #5's – Dark Green
- #6's – Sky Blue
- #7's – Deep Purple
- #8's – Lavender
- #9's – Brown
- #0's – Pink

Each solid color beside the number shall be trimmed in black.

**Binder Clips:** Each folder to be equipped with two (2) 2 3/4" C-C-1" capacity metal fasteners. Base fasteners to be strong fiber base bonded to inside surface of folder; one on the left hand side of the folder and one on the right hand side of the folder, concealed when folder is closed.

**Consecutive Number:** Folders shall be pre-numbered consecutively as follows: 19SC001 thru 19SC500 "SC" will be pink/orange respectively.

**Delivery:** Successful bidder shall provide delivery for folders no later than December 21, 2018. They are to be delivered on site (2<sup>nd</sup> floor).

**Delivery Point:** Folders shall be delivered F.O.B. destination:

Lancaster County Court

575 S 10<sup>th</sup> – 2<sup>nd</sup> Floor

Lincoln, NE 68508

County Court Clerk shall be notified two (2) days prior to delivery so that arrangements can be made for personnel to be available at delivery point. Telephone number (402) 441-7335.



10/22/2009





# 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. 8<sup>th</sup> 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](http://www.uscis.gov/everify).

## Protection of Proprietary Information and Trade Secrets

Data contained in any bid (hereinafter "Submission") and all documentation provided therein, become the property of the City of Lincoln/Lancaster County. Upon receipt of any Submission by the City of Lincoln/Lancaster County, all data and documentation becomes a public record and is subject to disclosure by the City of Lincoln/Lancaster County to any party initiating a public records request under Nebraska Revised Statutes § 84-712 et seq. In response to a public records request, the City of Lincoln/Lancaster County may include the entire response. The City of Lincoln/Lancaster County has no duty to protect proprietary or commercial information and/or trade secrets.

If the Bidder wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute § 84-712.05(3) and/or must be considered "trade secrets" as defined by Nebraska Revised Statutes §§ 87-501 to 87-507. Any and all information the Bidder wishes the City of Lincoln/Lancaster County to withhold from public disclosure must be submitted in the City/County E-bid system as a Response Attachment with the following information:

- 1) Is clearly marked "*proprietary or commercial information*" and/or "*trade secrets*" on the title of the document and the file attached;
- 2) Individually identifies each separate page as confidential;
- 3) Contains supporting documentation specifically enumerating why the information in such documents are marked and qualify as proprietary or commercial information/trade secrets. Under Nebraska law, in order for such information to be protected, the information, if released, would give competitors an advantage *and* serve no public purpose.

**FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE BIDDER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS.  
NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.**

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the City of Lincoln/Lancaster County will provide the bidder with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Bidder to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Bidders may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. Bid pricing may not be marked as proprietary or commercial information/trade secrets, and are deemed to be a public record in the State of Nebraska. Failure of the Bidder to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other bidders and/or the public.

"Proprietary or commercial information" is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose. (see Neb. Rev. Stat. § 84-712.05(3)).

"Trade Secrets" is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:  
Derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.  
(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

In accordance with the Nebraska Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary or commercial information/trade secrets may be required to prove specific competitor(s) by name who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.