

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Annual Supply
County Corrections Uniforms
Bid No. 18-262**

**Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505
(800) 876-4242 x2113**

**LANCASTER COUNTY
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Galls, LLC, 1340 Russell Cave Road, Lexington, KY 40505**, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

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

For providing County Corrections Uniforms, Bid No. 18-262

and,

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

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

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

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

Agreement to full proposal

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

The County will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The County shall order on an as-needed basis for the duration of the contract. The cost of products or services for County agencies shall not exceed \$15,000.00 during the contract term without approval by the Board of Commissioners.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance. This Contract shall be effective January 1, 2019 through December 31, 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. Patch Design and Embroidery Design
 4. Special Provisions
 5. Specifications
 6. Instructions to Bidders
 7. Proprietary Information for Bids/Quotes/RFP's
 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

**CONTRACT
Annual Supply
County Corrections Uniforms
Bid No. 18-262
Lancaster County
Galls, LLC**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Galls, LLC
Name of Organization

LLC
Type of Organization

1340 Russell Cave Rd., Lexington, KY 40505
Address

By: 
Member

By: 
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Lancaster County Signature Page

**CONTRACT
Annual Supply
County Corrections Uniforms
Bid No. 18-262
Lancaster County
Galls, LLC**

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	Corrections
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		605 S. 10th St.
Phone	1 (402) 441-8313 x		Lincoln, NE 68516		Lincoln, NE 68508
Fax	1 (402) 441-6513 x	Contact	Rachelle Hinze, Buyer	Contact	
			Purchasing		
Bid Number	18-262	Department		Department	
Title	Annual Supply of County Corrections Uniforms	Building	Suite 200	Building	
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	11/2/2018 02:57 PM (CT)	Telephone	(402) 441-8313 x	Telephone	
Close Date	11/21/2018 12:00:00 PM (CT)	Fax		Fax	
		Email	rhinze@lincoln.ne.gov	Email	

Supplier Information

Company Galls, LLC
 Address 1340 Russell Cave Road
 Lexington, KY 40505
 Contact Terry Jones
 Department
 Building
 Floor/Room
 Telephone (800) 876-4242 x2113
 Fax (877) 914-2557
 Email Jones-Terry@galls.com
 Submitted 11/19/2018 09:54:04 AM (CT)
 Total \$13,216.52

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

Signature Michael Wessner

Email Brewer-Tiffany@galls.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 Vendors 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>	Yes, signed Attestation Form is attached
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	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
7	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.</p> <p>(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>	Yes, Yes, 1 year
8	E-Commerce Web Ordering	<p>Do you provide E-Commerce Webordering? Yes ____ No____.</p> <p>Is there a cost to the City to set up the web base ordering? Yes ____ No____If so, what is the cost?</p>	Yes, No
9	Discount (%) on Catalog Items	<p>Indicate the percentage (%) discount that will be applied to items ordered from your catalogs for orders placed by the Owners:</p> <p>*Note: This percentage discount shall apply to all catalog items other than those listed in Line items of the bid.</p>	10%

10	Price Increases	During the term of the contract if pricing for any item should increase I acknowledge I will submit new adjusted pricing on company letterhead for the item(s) 30 days prior to going into effect.	Yes
11	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. Yes/No _____. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response. Yes/No _____	Yes
12	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City/County does not guarantee any dollar amount or order quantities for the term of the contract.	Y
13	Samples & Product Literature	A) I understand and agree that if our company is bidding something other than what is being requested, the Owners may request that we supply one (1) sample of each such item, including any requested product literature available, and we intend to comply: Indicate YES or NO: _____ B) Our company will respond to such request timely and ship to the destination indicated in the request within three (3) business days after the request. Indicate YES or NO: _____ C) Respond here only if you indicated NO to B - Our company cannot furnish requested samples and any desired literature within (3) business days, after the request. We are able to provide the requested sample(s) to arrive at the destination within _____ business days from the request.	Yes, Yes
14	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
15	Restocking Fee	Does your Company have a restocking fee? Yes/No _____. If yes, explain.	No
16	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.	Kaitlyn Carr, Carr-Kaitlyn@galls.com, 859-800-1369
17	Delivery	State number of delivery days ARO for stock items with and without sewing, alterations, etc. FOB to the City/County at the location specified with all transportation charges paid.	in-stock items with embroidery 10-14 days, in-stock items with no embroidery 5-7 days
18	Contact	Name of person submitting this bid:	Elise Dahlke
19	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	18	Ea	Men's Black SS Polyester Supershirt - 8 oz. washable 100% fade resistant polyester w/10% stretch and wicking finish. S - 2XL Regular	\$54.99

Manufacturer: Blauer or Equivalent Manufacturer #: 8675

Item Notes: Unit price shall include patch and sewing on each sleeve.

Supplier Notes: S-XL \$54.99
2XL \$57.99

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	Blauer
2	Model	List your model number of the product you are bidding.	8675
3	S - 2XL Tall	List your price for S - 2XL Tall	S-XL \$54.99, 2XL 57.99
4	3XL Regular	List your price for 3XL Regular	58.99
5	3XL Tall	List your price for 3XL Tall	58.99
6	4XL Regular	List your price for 4XL Regular	60.99
7	4XL Tall	List your price for 4XL Tall	60.99
8	5XL Regular	List your price for 5XL Regular	75.99
9	5XL Tall	List your price for 5XL Tall	75.99
10	6XL Regular	List your price for 6XL Regular	75.99
11	6XL Tall	List your price for 6XL Tall	75.99
12	7XL Regular	List your price for 7XL Regular	75.99
13	7XL Tall	List your price for 7XL Tall	75.99

2 3 Ea Women's Black SS Polyester Supershirt - 8 oz. washable 100% fade resistant polyester w/10% stretch and wicking finish. 30-50 Regular \$54.99

Manufacturer: Blauer or Equivalent Manufacturer #: 8675W

Item Notes: Unit price shall include patch and sewing on each sleeve.

Supplier Notes: 30-44 Reg \$54.99
46-48 Reg \$57.99
50 Reg 60.99

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	Blauer
2	Model	List your model number of the product you are bidding.	8675W
3	30 - 50 Tall	List your price for 30 - 50 Tall	30-44 Tall \$54.99, 46-48 Tall \$57.99, 50 Tall 60.99
4	52 - 56 Regular	List your price for 52 - 56 Regular	60.99
5	52 - 56 Tall	List your price for 52 - 56 Tall	60.99

3 18 Ea Men's Black LS Polyester Supershirt - 8 oz. washable 100% fade resistant polyester w/10% stretch and wicking finish. 14 24.5 with sleeve length of 32-39 \$64.99

Manufacturer: Blauer or Equivalent Manufacturer #: 8670

Item Notes: Unit price for the first specific size you carry and list this size your are bidding in your supplier notes with all other sizes and pricing. Unit price shall include patch and sewing on each sleeve.

Supplier Notes: 14-17.5 Neck \$64.99
18-18.5 Neck \$67.99
19-19.5 Neck \$70.99
20-21 Neck \$71.99
21.5-22.5 Neck 80.00

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	Blauer
2	Model	List your model number of the product you are bidding.	8670

4 6 Ea Women's Black LS Polyester Supershirt - 8 oz. washable 100% fade resistant polyester w/10% stretch and wicking finish. 30-50 Regular \$64.99

Manufacturer: Blauer or Equivalent Manufacturer #: 8670W

Item Notes: Unit price shall include patch and sewing on each sleeve.

Supplier Notes: 30-44 Reg \$64.99

46-50 Reg 67.99

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	Blauer
2	Model	List your model number of the product you are bidding.	8670W
3	30-50 Tall	List your price for 30-50 Tall	30-44 Tall \$64.99, 46-50 \$67.99
4	52 -56 Regular	List your price for 52 -56 Regular	67.99
5	52 -56 Tall	List your price for 52 -56 Tall	67.99

5 100 EA Men's Black Taclite Pro Pants - 6.2 oz. polyester/cotton TACLITE ripstop fabric. Waist Size 28 - 44, length 30, 32, 34 & 36" hemmed \$43.00

Manufacturer: 5.11 Tactical or Equivalent Manufacturer #: 74273

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.	5.11
2	Model	List your model number of the product you are bidding.	74273
3	Waist Size 46" - 54"	List your price for 46" - 54" waist size/length 30, 32, 34 & 36" hemmed	\$47.00

6 20 Ea Women's Black Taclite Pro Pants - 6.2 oz. polyester/cotton TACLITE ripstop fabric. Size 2 - 10 Regular hemmed \$43.00

Manufacturer: 5.11 Tactical or Equivalent Manufacturer #: 64360

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	5.11
2	Model	List your model number of the product you are bidding.	64360
3	Size 2-20 Long	List you price for size 2-20 Long unhemmed	43.00
4	Size 12 - Up Regular hemmed	List your price for Regular size 12 on up, hemmed	43.00

5	Size 12 - Up Tall hemmed	List your price for hemmed Tall size 12 on up	43.00
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7	23	Ea	Men's Gray UFX Tactical SS Polos - 7.25 oz. 100% polyester swiss pique knit. Sizes XS-2XL Regular	\$41.00
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Manufacturer: Elbeco or Equivalent Manufacturer #: K5138

Item Notes: Unit price shall include embroidered logo design on left upper chest. (see attachment section of bid for logo design)

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.	Elbeco
2	Model	List your model number of the product you are bidding.	K5138
3	S-2XL Tall	List your price for S-2XL Tall	41.00
4	3XL Regular	List your price for 3 XL Regular	41.00
5	3XL Tall	List your price for 3XL Tall	41.00
6	4XL Regular	List your price for 4XL Regular	41.00
7	4XL Tall	List your price for 4XL Tall	41.00
8	5XL Regular	List your price for 5XL Regular	41.00
9	5XL Tall	List your price for 5XL Tall	41.00
10	6XL Regular	List your price for 6XL Regular	41.00
11	6XL Tall	List your price for 6XL Tall	41.00
12	7XL Regular	List your price for 7XL Regular	41.00
13	7XL Tall	List your price for 7XL Tall	41.00

8	5	Ea	Men's Royal Blue UFX Tactical SS Polos - 7.25 oz. 100% polyester swiss pique knit. Sizes XS-2XL Regular	\$43.00
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Manufacturer: Elbeco or Equivalent Manufacturer #: K5138

Item Notes: Unit price shall include embroidered logo design on left upper chest. (see attachment section of bid for logo design)

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.	Elbeco
2	Model	List your model number of the product you are bidding.	K5138
3	S-2XL Tall	List your price for S-2XL Tall	43.00
4	3XL Regular	List your price for 3 XL Regular	43.00
5	3XL Tall	List your price for 3XL Tall	43.00
6	4XL Regular	List your price for 4XL Regular	43.00
7	4XL Tall	List your price for 4XL Tall	43.00
8	5XL Regular	List your price for 5XL Regular	43.00
9	5XL Tall	List your price for 5XL Tall	43.00
10	6XL Regular	List your price for 6XL Regular	43.00
11	6XL Tall	List your price for 6XL Tall	43.00
12	7XL Regular	List your price for 7XL Regular	43.00
13	7XL Tall	List your price for 7XL Tall	43.00

9 3 Ea Spruce Green SS Wrinkle-Resistant Cotton Work Shirt - 6 oz. twill 100% cotton. Sizes XS-2XL Regular \$22.00

Manufacturer: Redcap or Equivalent Manufacturer #: SC40

Item Notes: Unit price shall include embroidered logo design on left upper chest. (see attachment section of bid for logo design)

Supplier Notes: XS-XL \$22.00
2XL \$24.00

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	Redcap
2	Model	List your model number of the product you are bidding.	SC40
3	S-2XL Tall	List your price for S-2XL Tall	S-XL Tall \$22.00, 2XL Tall \$24.00

4	3XL Regular	List your price for 3 XL Regular	24.00
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5	3XL Tall	List your price for 3XL Tall	24.00
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10	2	Ea	Spruce Green LS Wrinkle-Resistant Cotton Work Shirt - 6 oz. twill 100% cotton. Sizes XS-2XL Regular	\$26.00
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Manufacturer: Redcap or Equivalent Manufacturer #: SC30

Item Notes: Unit price shall include embroidered logo design on left upper chest. (see attachment section of bid for logo design)

Supplier Notes: XS-XL \$26.00
 2XL \$29.00

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	Redcap
2	Model	List your model number of the product you are bidding.	SC30
3	S-2XL Tall	List your price for S-2XL Tall	S-XL \$26.00, 2XL \$29.00
4	3XL Regular	List your price for 3 XL Regular	29.00
5	3XL Tall	List your price for 3XL Tall	29.00

11	3	Ea	Men's Spruce Green SS G-Tac Tactical Performance Polo - 6.2 oz. 100% polyester fabric wicks away moisture. Sizes XS-2XL Regular	\$27.99
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Manufacturer: Galls or Equivalent Manufacturer #: ST125

Item Notes: Unit price shall include embroidered logo design on left upper chest. (see attachment section of bid for logo design)

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.	Galls
2	Model	List your model number of the product you are bidding.	ST125
3	S-2XL Tall	List your price for S-2XL Tall	27.99
4	3XL Regular	List your price for 3 XL Regular	27.99
5	3XL Tall	List your price for 3XL Tall	27.99
6	4XL Regular	List your price for 4XL Regular	27.99

7	4XL Tall	List your price for 4XL Tall	27.99
8	5XL Regular	List your price for 5XL Regular	27.99
9	5XL Tall	List your price for 5XL Tall	27.99
10	6XL Regular	List your price for 6XL Regular	27.99
11	6XL Tall	List your price for 6XL Tall	27.99

12 1 Ea Men's Spruce Green LS G-Tac Tactical Performance Polo - 6.2 oz. 100% polyester fabric wicks away moisture. Sizes XS-2XL Regular \$34.00

Manufacturer: Galls or Equivalent Manufacturer #: ST829

Item Notes: Unit price shall include embroidered logo design on left upper chest. (see attachment section of bid for logo design)

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.	Galls
2	Model	List your model number of the product you are bidding.	ST829
3	S-2XL Tall	List your price for S-2XL Tall	34.00
4	3XL Regular	List your price for 3 XL Regular	34.00
5	3XL Tall	List your price for 3XL Tall	34.00
6	4XL Regular	List your price for 4XL Regular	34.00
7	4XL Tall	List your price for 4XL Tall	34.00
8	5XL Regular	List your price for 5XL Regular	34.00
9	5XL Tall	List your price for 5XL Tall	34.00
10	6XL Regular	List your price for 6XL Regular	34.00
11	6XL Tall	List your price for 6XL Tall	34.00
12	7XL Regular	List your price for 7XL Regular	34.00

13	7XL Tall	List your price for 7XL Tall	34.00
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13	2	Ea	Women's Gray UFX Tactical SS Polos - 7.25 oz. 100% polyester swiss pique knit. Sizes XS-2XL Regular	\$41.00
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Manufacturer: Elbeco or Equivalent Manufacturer #: K5178LC

Item Notes: Unit price shall include embroidered logo design on left upper chest. (see attachment section of bid for logo design)

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.	Elbeco
2	Model	List your model number of the product you are bidding.	K5178LC
3	S-2XL Tall	List your price for S-2XL Tall	41.00
4	3XL Regular	List your price for 3 XL Regular	41.00
5	3XL Tall	List your price for 3XL Tall	41.00
6	4XL Regular	List your price for 4XL Regular	41.00
7	4XL Tall	List your price for 4XL Tall	41.00
8	5XL Regular	List your price for 5XL Regular	41.00
9	5XL Tall	List your price for 5XL Tall	41.00
10	6XL Regular	List your price for 6XL Regular	41.00
11	6XL Tall	List your price for 6XL Tall	41.00
12	7XL Regular	List your price for 7XL Regular	41.00
13	7XL Tall	List your price for 7XL Tall	41.00

14	2	Ea	Black Lined Team Jacket - Twill, 65% polyester/35% cotton shell; Nylon/poly lining. Sizes XS-2XL Regular	\$36.00
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Manufacturer: Dickies or Equivalent Manufacturer #: JTC2

Item Notes: Unit price shall include embroidered logo design on left upper chest. (see attachment section of bid for logo design)

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.	JTC2
3	S-2XL Tall	List your price for S-2XL Tall	36.00
4	3XL Regular	List your price for 3 XL Regular	40.00
5	3XL Tall	List your price for 3XL Tall	40.00
6	4XL Regular	List your price for 4XL Regular	40.00
7	4XL Tall	List your price for 4XL Tall	40.00

15 20 Ea Black Propper Defender Echo Softshell Jacket - 95% polyester/5% spandex poly fleece backing w/DWR. XS-2XL Regular \$99.00

Manufacturer: Propper or Equivalent Manufacturer #: F5474

Item Notes: Unit price shall include embroidered logo design on left upper chest. (see attachment section of bid for logo design)

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.	F5474
3	S - 2XL Tall	List your price for S - 2XL Tall	99.00
4	3XL Regular	List your price for 3XL Regular	99.00
5	3XL Tall	List your price for 3XL Tall	99.00
6	4XL Regular	List your price for 4XL Regular	99.00
7	4XL Tall	List your price for 4XL Tall	99.00
8	5XL Regular	List your price for 5XL Regular	99.00
9	5XL Tall	List your price for 5LX Tall	99.00
10	6XL Regular	List your price for 6XL Regular	99.00

11	6XL Tall	List your price for 6LX Tall	99.00
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16	1	Ea	Black Propper 3-in-1 Hardshell Parka - 7 oz. 100% nylon/waterproof w/DWR. S - 2XL Regular	\$150.00
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Manufacturer: Propper or Equivalent Manufacturer #: F5436

Item Notes: Unit price shall include patch and sewing on each sleeve.

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.	F5436
3	S - 2XL Tall	List your price for S - 2XL Tall	150.00
4	3XL Regular	List your price for 3XL Regular	150.00
5	3XL Tall	List your price for 3XL Tall	150.00
6	4XL Regular	List your price for 4XL Regular	150.00
7	4XL Tall	List your price for 4XL Tall	150.00
8	5XL Regular	List your price for 5XL Regular	150.00
9	5XL Tall	List your price for 5XL Tall	150.00

17	9	EA	Men's Black Stryke PDU Patrol Uniform Pants Class B Waist Size 56 - 58 hemmed, inseam 30, 32, 34, 36	\$75.00
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Manufacturer: 5.11 Tactical or Equivalent Manufacturer #: 74427

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.	5.11
2	Model	List your model number of the product you are bidding.	74427

18 40 EA Men's Stonewash Loose Fit Dungaree Jeans - 13.5 oz. Heavyweight Demin 100% cotton. \$23.00
 Waist Size 28 - 50/Inseam 28 - 36 hemmed

Manufacturer: Red Kap or Equivalent Manufacturer #: PD80SW

Item Notes:

Supplier Notes: Waist 28-42 \$23.00
 Waist 44-50 \$26.00

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	Red Kap
2	Model	List your model number of the product you are bidding.	PD80SW
3	Waist Size 46" - 54"	List your price for 46" - 54" waist size/length 30, 32, 34 & 36" hemmed	26.00

19 3 EA Men's Navy Blue FLEX Loose Fit Double Knee Work Pants - 8.2 oz. mechanical stretch twill, \$23.00
 65% polyester/35% cotton. Waist Size 32 - 44, length 30, 32, 34 & 36" hemmed

Manufacturer: Dickies or Equivalent Manufacturer #: 85283F

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.	Dickies
2	Model	List your model number of the product you are bidding.	85283F
3	Waist Size 46" - 56"	List your price for 46" - 56" waist size/length 30, 32, 34 & 36" hemmed	46-50 \$24.00, 50-56 \$26.00

Response Total: \$13,216.52



Approx. 4 3/4" H

Approx. 3 3/4"

Approx 2 1/2"

The capital L & Cs are approx.
1/2" high.

Lancaster
County
Corrections

Total height is
approx 1-1/2"

Small caps are
approx 1/4"

**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.

ANNUAL SUPPLY FOR COUNTY CORRECTIONS UNIFORMS

1. GENERAL INFORMATION:

- 1.1 It is the intent of this specification to describe the minimum requirements for the Annual Supply for County Corrections Uniforms for Lancaster County Corrections, hereinafter called "Owners".
- 1.2 Bidders shall submit bid documents and all supporting materials via Ebid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Rachelle Hinze, Buyer (rhinze@lincoln.ne.gov).
 - 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 Owners staff, besides Purchasing, throughout the bid process.
- 1.4 The contract period shall be effective January 1, 2019 for a period of one (1) year with the option to renew for three (3) additional one (1) year periods if mutually agreeable between parties.
- 1.5 Quantities listed in the line items are an estimated amount to be ordered on an as-needed basis during the term of the contract.
- 1.6 Each item shall be new, clean, well made in a workmanlike manner and show no raw edges or defective stitching in any part of the garment.

2. SAMPLES

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

3. ORDERING AND ACCEPTANCE OF MATERIAL

- 3.1 The Owners prefer the capability to submit orders online through the Vendor's online order system.
 - 3.1.1 The system shall direct the Owners individual pricing structure.
 - 3.1.2 Each user shall be able to view their account purchase history and current account balance.
 - 3.1.3 Placing an order through the website shall provide a form of tracking and a summary of the order.
- 3.2 Orders will be placed as-needed by the Owners.
- 3.3 Vendor must be capable of billing each individual location and compiling reports by location upon request.
- 3.4 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall include the contract number assigned by the Owner's.
- 3.5 If requested to do so, Vendor shall furnish the Owners with affidavits from manufacturer stating that the materials supplied fully conform to these material specifications.

4. PATCHES, SCREEN PRINTING, EMBROIDERY

- 4.1 Owner's may supply to the awarded Vendor department patches to be sewn on uniform
 - 4.1.1 Unit price for embroidery and sewing of patches shall be listed in the attribute section of the bid.
- 4.2 Vendor shall include the cost of the patch, embroidery and/or sewing into the line item.

5. ALTERATIONS

- 5.1 Any alterations in error by Vendor will be done at Vendor cost.
 - 5.1.1 This includes shipment of items.
- 5.2 Any alteration in error giving by Owners will be done at Owner's cost.
 - 5.2.1 This includes shipment of items.

6. DELIVERY

- 6.1 Delivery location for the department:
 - Lancaster County Corrections
 - 3801 West "O" Street
 - Lincoln, NE 68508
- 6.2 Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., CST, Monday through Friday, excluding holidays unless prior approval has been granted by the ordering department.
- 6.3 The vendor shall maintain sufficient in- stock levels to accomplish delivery within (7-10) business days of receipt of order to insure a 100% fill rate for all orders prior to Shipment.
- 6.4 Delivery of non-stock items are to be delivered within fourteen – twenty-one (14 -21) business days after receipt of order.
- 6.5 Orders may be shipped once Vendor has received an item.
 - 6.5.1 Vendor shall not hold an item till all items per each order have been received from the warehouse.
- 6.6 Bidder shall confirm in the attribute section of each Ebid line items their ability to meet the delivery requirements for items in stock and non-stock item.
 - 6.6.1 Stock garments are items considered to have specialized embroidery specific to the Owners.

7. SHIPMENT

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

8. BACK ORDERS

- 8.1 Any order placed and back ordered that is not delivered in 45 calendar days of the date of the original order, individual user and contract administrator shall be notified via email on the 46th day.

9. RETURN RESTOCKING AND SHIPPING FEES POLICY

- 9.1 The successful Vendor shall provide a full money back return policy for items that are unworn and undamaged for reasons of defect or wrong size.
- 9.2 Vendor shall be responsible for any restocking fees, and/or shipping charges for orders placed in which incorrect sizing was given by the vendor.
- 9.3 Returns to the Vendor shall be made within thirty (30) days to qualify for full credit.
- 9.4 Vendor shall make arrangements and cover the cost for carrier (i.e. UPS) to pick up the return item from the delivery location.
- 9.5 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).
- 9.6 Stock garments are items considered to have specialized embroidery specific to the Owner's.

- 9.7 The Owners will not be charged a restocking fee or any related fee for returned stock items.
- 9.8 If an individual places an order for garments outside the sizing parameters given by the vendor, and the garment is incorrect, the individual must pay (out of pocket) all shipping and/or restocking fees.
- 9.9 Funds from an Individual Uniform Account shall not be used to pay for any return services.

10. AWARD EVALUATION

- 10.1 The lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.
- 10.2 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.

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

Advertise 2 times
Friday, November 2, 2018
Friday, November 9, 2018

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Friday, November 21, 2018** for providing the following:

Annual Supply – County Corrections Uniforms
Bid No. 18-262

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

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