

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN/LANCASTER COUNTY  
NEBRASKA**

**Annual Supply  
Work Clothing  
Bid No. 18-266**

**Fort Brands - The Fort Inc.  
903 Central Ave  
Nebraska City, NE 68410  
402-405-3433**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Fort Brands - The Fort Inc., 903 Central Ave, Nebraska City, NE 68410**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner 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:

**Work Clothing, Bid No. 18-266**

and,

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

WHEREAS, the Owners, 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 Owners 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 Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to Line Items 4-11 and 13-30 of Contractor's Proposal**

2. The Owners agree 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 Owners:

**The Owners 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 Owners shall order on an as- needed basis for the duration of**

**the contract. The cost of products or services for City Departments shall not exceed \$4,500.00 during the contract term without approval by the City of Lincoln. The cost of products or services for County agencies shall not exceed \$2,000.00 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 Owners 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 Owners 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County. Notwithstanding the foregoing, the duties and obligations of the City and the County pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City or the County shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.
8. 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.
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. Insurance Certificate with Endorsements
  4. Addendum No. 1
  5. Department Logos
  6. Special Provisions
  7. Specifications
  8. Instructions to Bidders
  9. Insurance Requirements
  10. Sales Tax Exemption Form 13  
(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)
  11. Notice to Bidders

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

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  
 City of Lincoln Signature Page  
 Lancaster County Signature Page

**Vendor Signature Page**

**CONTRACT  
Annual Supply  
Work Clothing  
Bid No. 18-266  
City of Lincoln and Lancaster County  
Fort Brands – The Fort Inc.**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

\_\_\_\_\_  
Secretary- VP *C. S. Wohlfarth* Seal



\_\_\_\_\_  
The Fort Inc.  
Name of Corporation

\_\_\_\_\_  
903 Cental Ave, Nebraska City NE 68410  
Address

By: *C. S. Wohlfarth*  
Carl Steven Wohlfarth  
Duly Authorized Official

\_\_\_\_\_  
Vice President  
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

**City of Lincoln Signature Page**

**CONTRACT  
Annual Supply  
Work Clothing  
Bid No. 18-266  
City of Lincoln and Lancaster County  
Fort Brands – The Fort Inc.**

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Finance Director

Approved by Directorial Order No. \_\_\_\_\_

dated \_\_\_\_\_

## Lancaster County Signature Page

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**CONTRACT**  
**Annual Supply**  
**Work Clothing**  
**Bid No. 18-266**  
**City of Lincoln and Lancaster County**  
**Fort Brands – The Fort Inc.**

### EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Rachelle Hinze Buyer	Address	Purchasing	Address	
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		
Phone	1 (402) 441-8313 x		Lincoln, NE 68516		
Fax	1 (402) 441-6513 x	Contact	Rachelle Hinze, Buyer	Contact	
			Purchasing		
Bid Number	18-266 Addendum 1	Department		Department	
Title	Annual Supply for Work Clothing	Building	Suite 200	Building	
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	11/2/2018 02:59 PM (CT)	Telephone	1 (402) 441-8313 x	Telephone	
Close Date	11/30/2018 12:00:00 PM (CT)	Fax	1 (402) 441-6513 x	Fax	
		Email	rhinze@lincoln.ne.gov	Email	

## Supplier Information

Company Fort Brands - The Fort - Fort Tuff (The Fort Inc)  
 Address 903 Central Ave  
 Nebraska City, NE 68410  
 Contact Nate Easley  
 Department  
 Building  
 Floor/Room  
 Telephone (402) 421-3678 x104  
 Fax  
 Email NateE@FortBrands.com  
 Submitted 11/30/2018 10:12:26 AM (CT)  
 Total \$6,182.25

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

Signature John Machado

Email JohnM@FortBrands.com

## Supplier Notes

Please Change to  
 Fort Brands - The Fort Inc  
 903 Central Ave  
 Nebraska City NE 68410

Mobile Number - 402-405-3433 (John M)

## Bid Notes

## Bid Activities

## Bid Messages



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**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 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>	No - The Fort Inc., is a Corporation with the State of Nebraska
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Insurance Requirements and Endorsements	<p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p>	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	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	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 _____ (b) Are your bid prices subject to escalation/de-escalation YES or NO _____ (c) If (b), state period for which prices will remain firm: through _____	Yes
9	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The Owners do not guarantee any dollar amount or order quantities for the term of the contract.	Y
10	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. b) Do you agree and understand? Yes/No_____ c) Is your pricing based on all-or-nothing basis? Yes/No_____	10-a I acknowledge 10-b  YES 10-c  No
11	E-Commerce Web Ordering	Doyou provide E-Commercweb base ordering? Yes ____ No____. Is there a cost to the Owners to set up the web base ordering? Yes ____ No____If so, what is the cost?	Yes but these prices are in store discounted for this offer
12	Discount (%) on Catalog Items	Indicate the percentage (%) discount that will be applied to items ordered from your catalogs for orders placed by the Owners: *Note: This percentage discount shall apply to all catalog items other than those listed in Line items of the bid.	15% at the time of purchase of authorized products from this bid
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. D) If product literature is requested and not available, we will notify the requesting department, in writing, promptly and answer any questions asked to substantiate compliance with requirements. Indicate YES or NO: _____.	13-a YES available 13-b YES-if we have it available 13-c YES-if we have it available 13-d YES-if we have it available
14	Link to Catalog	Provide a link to your current catalog that corresponds with the percentage discount being given.	<a href="https://www.fortbrands.com/">https://www.fortbrands.com/</a>
15	Price structure during the term of the contract	I acknowledge that during the term of the contract if pricing structure should change my company shall notify Purchasing of the new pricing structure to the contract. This notification pricing structure shall take place 30 days after this notification in order to make adjustments to the contract.	Y

16	Screen Printing Colors & Location Cost	Does your company furnish Screen Printing? Yes/No _____. Please explain your cost per color and location on garment.	no
17	Embroidery	Does your company furnish Embroidering? Yes/No _____. List your cost to embroidery one line per item and each additional line. Cost to include set up.	no
18	Direct embroidering of logo design	Does your company furnish direct embroidering? Yes/No _____. If yes, List cost for direct embroidery of logo design onto garment. Cost to include set up.	no
19	Digitalizing	Does your company furnish digitalizing? Yes/No _____. If yes, Explain digitalizing cost to garment.	no
20	Sewing Patches	Does your company furnish Sewing? Yes/No _____. List your cost for sewing patch(s) per garment.	no
21	Heat Press	Does your company furnish heat pressing? Yes/No _____.  If yes, List cost to heat press individual letters on item (5/8"-2"). If letters are taller than 2" list those prices. Cost to include set up.	no
22	Returns	State your return policy.	Return Policy RETURN POLICY IN-Store SALES WITHIN 30 DAYS FOR NO HASSLE, NO QUESTIONS, REFUND OR EXCHANGES. Return it with the supplied invoice/receipt. All items must be returned within 30 days in new, unused, un-laundered and resalable condition. This must include all of the manufacturer's packaging material and tags. If your return is older than 60 days you may be assessed a 20% restocking fee. Defective items need to be returned within 1 year of purchased date, and will be dealt with on a case-by-case basis according to manufactures policy. 01-30 Days...No Hassle refunds or exchanges 31-60 Days...Exchanges or Store Credit ONLY 61-90 Days...Exchanges
23	Rush Order	Do you have a cost for rush orders? Yes/No _____. If yes, List your cost for rush orders.	Yes
24	Restocking Charges	Do you have a re-stocking charge for return garments? Yes/No _____. If yes, what is the cost?	Yes Over 60 days
25	Usage Report	I acknowledge that the following usage reports may be required during the term of the contract: a) Monthly usage summary report by item b) Year-to-Date usage summary report by item c) Monthly Department/Division Transaction Report.	Y

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|----|---|--|--|
| 26 | 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.<br>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. | John Machado<br>(johnm@fortbrands.com) 3630<br>Cornhusker Highway Lincoln, NE<br>68504 |
| 27 | 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.   | 0-45 Day - depends on the items  |
| 28 | Contact                                       | Name of person submitting this bid:  | John Machado   |
| 29 | Electronic Signature                          | Please check here for your electronic signature.   | Yes  |
| 30 | 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.<br>Reason: See Bid Attachments section for Addendum information.  | Yes  |

**Line Items**

#	Qty	UOM	Description	Response
1	3	EA	Short sleeve 100% polyester wicking closed hole mesh shirt with matching rib-knit collar and three buttons S - XL	No Bid

Manufacturer: Augusta Sportswear or Equivalent      Manufacturer #: 5095

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL	List your price for 2XL	
4	3XL	List your price for 3XL	

2	1	EA	Core Sleeveless Tee 100% Polyester moisture management/antimicrobial fabric S - XL	No Bid
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Manufacturer: Badger Sport or Equivalent      Manufacturer #: 4130

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL	List your price for 2XL	
4	3XL	List your price for 3XL	

3	8	EA	Core Shortsleeve Tee 100% Poly moisture management/antimicrobial fabric S - XL	No Bid
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Manufacturer: Badger Sport or Equivalent      Manufacturer #: 4160

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	

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2 Mfg. No. List your mfg number of the item you are bidding

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3 2XL List your price for 2XL

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4 3XL List your price for 3XL

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4 3 EA Rain Defender Rutland thermal lined hooded zip front sweatshirt S - XL Regular \$48.75

Manufacturer: Carhartt or Equivalent Manufacturer #: 100632

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	100632
3	2XL Regular	List your price for 2XL Regular	\$48.75 EACH
4	2XL Tall	List your price for 2XL Tall	\$52.25 EACH
5	3XL Regular	List your price for 3XL Regular	\$52.25 EACH
6	Large Tall - 3XL Tall	List your price for Large Tall - 3XL Tall	\$52.25 EACH
7	4XL Regular	List your price for 4XL Regular	\$52.25 EACH

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5 4 EA Men's Rain Defender Paxton Heavyweight Hooded Zip Mock Sweatshirt S - 2XL \$42.25

Manufacturer: Carhartt or Equivalent Manufacturer #: 100617

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	100617
3	3XL - 4XL	List your price for 3XL - 4XL	\$45.75 EACH
4	Large Tall - 3XL Tall	List your price for Large Tall - 3XL Tall	\$45.75 EACH

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6 13 EA Rain Defender Paxton Heavyweight Hooded Zip Moch Sweatshirt S - XL Regular \$42.25

Manufacturer: Carhart or Equivalent Manufacturer #: 100617

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhart
2	Mfg. No.	List your mfg number of the item you are bidding	100617
3	2XL Regular	List your price for 2XL Regular	\$45.75 EACH
4	3XL - 4XL	List your price for 3XL - 4XL	\$45.75 EACH
5	Large Tall - 3XL Tall	List your price for Large Tall - 3XL Tall	\$45.75 EACH

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7 4 EA Thermal Lined Zip Front Hooded Sweatshirt S - 2XL \$49.75

Manufacturer: Carhartt or Equivalent Manufacturer #: J149

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	100632 - J149 IS NO LONGER MADE - THE 100632 IS THE REPLACEMENT FOR THE SAME SWEATSHIRT
3	3XL - 4XL	List your price for 3XL - 4XL	52.25 EACH
4	Large Tall - 3XL Tall	List your price for Large Tall - 3XL Tall	52.25 EACH

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8 2 EA Men's cotton/poly 80/20 Paxton heavyweight hooded zip front sweatshirt S - 2XL \$41.75

Manufacturer: Carhartt or Equivalent Manufacturer #: K185

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	100614 - K185 IS NO LONGER MADE
3	3XL - 4XL	List your price for 3XL - 4XL	44.25 EACH
4	Large Tall - 3XL Tall	List your price for Large Tall - 3XL Tall	44.25 EACH

9 3 EA 100% Acrylic Watch Hat \$7.75

Manufacturer: Carhartt or Equivalent Manufacturer #: A18

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	A18

10 6 EA Men's long sleeve twill work shirt S - 2XL \$32.25

Manufacturer: Carhartt or Equivalent Manufacturer #: S224

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	103554 - NOTE S224 NO LONGER MADE
3	3XL - 4XL	List your price for 3XL - 4XL	35.75 EACH
4	Large Tall - 3XL Tall	List your price for Large Tall - 3XL Tall	35.75 EACH



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11 2 EA Duck Quilted Flannel-Lines Active Jacket S-2XL Regular \$66.75

Manufacturer: Carhartt or Equivalent Manufacturer #: J140

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	J140
3	3XL Regular	List your price for 3XL Regular	\$72.75 EACH
4	4XL Regular	List your price for 4XL Regular	\$72.75 EACH
5	Large Tall - 4XL Tall	List your price for Large Tall - 4XL Tall	\$72.75 EACH

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12 4 EA Women's El Paso Ripstop Relaxed Fit Cropped Pant 4 - 18 No Bid

Manufacturer: Carhartt or Equivalent Manufacturer #: 100362

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	This item is no long made by Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	This item is no long made by Carhartt

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13 3 EA Men's Hi Vis zip-front class 3 sweatshirt 100% poly with stain release finish 3 piece hood, draw cord and front pockets S - 2XL \$54.25

Manufacturer: Carhartt or Equivalent Manufacturer #: 100503

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	100503

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3	3XL - 4XL	List your price for 3XL - 4XL	\$54.25 Each
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4	Large Tall - 3XL Tall	List your price for Large Tall - 3XL Tall	\$54.25 Each
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14	4	EA	Men's Hi Vis zip-front class 3 thermal lined sweatshirt 100% poly with stain release finish 3 piece hood, draw cord and front pockets S - 2XL	\$55.75
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Manufacturer: Carhartt or Equivalent      Manufacturer #: 100504

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	100504
3	3XL - 4XL	List your price for 3XL - 4XL	\$59.25 EACH
4	Large Tall - 3XL Tall	List your price for Large Tall - 3XL Tall	\$59.25 EACH

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15	6	EA	Hi-Viz Hooded Zip-Front Thermal-Lined Sweatshirt Class 3 Level 2 compliant 3M Scotchlite reflective material segmented trim that maintains performance through 75 home launderings S - 2XL	\$55.75
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Manufacturer: Carhartt or Equivalent      Manufacturer #: 100504

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	100504
3	3XL - 4XL	List your price for 3XL - 4XL	\$59.25 EACH
4	Large Tall - 3XL Tall	List your price for Large Tall - 3XL Tall	\$59.25 EACH

16 6 EA Hi-Viz Hooded Zip-Front Sweatshirt Class 3 Level 2 compliant 3M Scotchlite reflective material segmented trim that maintains performance through 75 home launderings S - 2XL \$48.25

Manufacturer: Carhartt or Equivalent Manufacturer #: 100503

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	100503
3	3XL - 4XL	List your price for 3XL - 4XL	\$53.75 EACH
4	Large Tall - 3XL Tall	List your price for Large Tall - 3XL Tall	\$53.75 EACH

17 4 EA Jersey Knit Work Wear Pocket T-Shirt, 100% Cotton, 6.75 oz. S - 2XL Regular \$10.75

Manufacturer: Carhartt or Equivalent Manufacturer #: K87

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	K87
3	3XL - 4XL	List your price for 3XL - 4XL	12.75 EACH
4	Large Tall - 3XL Tall	List your price for Large Tall - 3XL Tall	12.75 EACH

18 5 EA Duck Zip-to-Thigh Bib Overall/Unlined Sizes 30 - 50 \$60.75

Manufacturer: Carhartt or Equivalent Manufacturer #: R37

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt

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2 Mfg. No. List your mfg number of the item you are bidding R37

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19 2 EA Duck Zip-To-Waist Biberall/Quilt-Lined 32 - 50 \$82.25

Manufacturer: Carhartt or Equivalent Manufacturer #: R38

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt

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2 Mfg. No. List your mfg number of the item you are bidding R38

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20 12 EA Relaxed Fit Taperd Leg Denim Jean 20 - 50 \$23.25

Manufacturer: Carhartt or Equivalent Manufacturer #: B17

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt

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2 Mfg. No. List your mfg number of the item you are bidding B17

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3 52 - 54 List your price for 52 - 54 \$27.25 EACH PAIR

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21 15 EA Women's original fit denim Jasper jeans cotton/poly/spandex \$24.75

Manufacturer: Carhartt or Equivalent Manufacturer #: 100649

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt

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2 Mfg. No. List your mfg number of the item you are bidding 100649

22 1 EA Thermal lined 100 ring-spun cotton duck jacket with two lower front pockets and two inside pockets and hood S - 2XL \$49.75

Manufacturer: Carhartt or Equivalent Manufacturer #: J131

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	J131
3	3XL - 6XL	List your price for 3XL - 6XL	\$55.75 - MAX 5XL
4	Large Tall - 4XL Tall	List your price for Large Tall - 4XL Tall	\$55.75 - MAX 5XL

23 23 EA Men's Workwear short sleeve henley 100% cotton T-Shirt with pocket S - 2XL \$12.75

Manufacturer: Carhartt or Equivalent Manufacturer #: K84

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	K84
3	3XL - 4XL	List your price for 3XL - 4XL	\$14.25 EACH
4	4XL Regular	List your price for 4XL Regular	\$14.25 EACH
5	Large Tall - 3XL Tall	List your price for Large Tall - 3XL Tall	\$14.25 EACH
6	4XL Tall	List your price for 4XL Tall	\$14.25 EACH

24 6 EA Men's Crewneck Sweatshirt S - 2XL \$21.75

Manufacturer: Carhartt or Equivalent Manufacturer #: K124

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	K124
3	3XL - 5XL	List your price for 3XL - 5XL	\$23.75 EACH
4	Large Tall - 4XL Tall	List your price for Large Tall - 4XL Tall	\$23.75 EACH

25 15 EA Long sleeve workwear henley with pocket and button closure 100% cotton jersey S - 2XL \$16.75

Manufacturer: Carhartt or Equivalent Manufacturer #: K128

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	K128
3	3XL - 4XL	List your price for 3XL - 4XL	18.75 EACH
4	Large Tall - 3XL Tall	List your price for Large Tall - 3XL Tall	18.75 EACH

26 3 EA Men's midweight hooded zip-front sweatshirt 50/50 cotton/poly with pockets S - 2XL \$31.25

Manufacturer: Carhartt or Equivalent Manufacturer #: K122

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	K122
3	3XL - 5XL	List your price for 3XL - 5XL	33.25 EACH
4	Large Tall - 4XL Tall	List your price for Large Tall - 4XL Tall	33.25 EACH

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27 5 EA Men's hooded pullover midweight sweatshirt 50/50 cotton/poly with front pocket S - 2XL \$25.25

Manufacturer: Carhartt or Equivalent Manufacturer #: K121

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	K121
3	3XL - 5XL	List your price for 3XL - 5XL	27.25 EACH
4	Large Tall - 4XL Tall	List your price for Large Tall - 4XL Tall	27.25 EACH

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28 29 EA Men's Heavyweight 15 ounce cotton signature denim work dungaree 30 - 44 \$28.25

Manufacturer: Carhartt or Equivalent Manufacturer #: B237

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	B237

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29 25 EA Loose Fit Denim Jean Size 28-50 \$28.25

Manufacturer: Carhartt or Equivalent Manufacturer #: B13

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	B13
3	52 - 54	List your price for 52 - 54	31.59 each

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30 2 EA Straight Traditional Fit Denim Jean 30 - 50 \$21.75

Manufacturer: Carhartt or Equivalent Manufacturer #: B18

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	Carhartt
2	Mfg. No.	List your mfg number of the item you are bidding	B18

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31 1 EA Pullover hooded sweatshirt 50/50 S - XL No Bid

Manufacturer: Champion or Equivalent Manufacturer #: S126

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL - 3XL	List your price for 2XL - 3XL	

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32 33 EA Men's 100% polyester jersey interlock 4. 1 oz. double dry T-shirt S - XL No Bid

Manufacturer: Champion or Equivalent Manufacturer #: CW22

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL - 3XL	List your price for 2XL - 3XL	

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33 15 ea. 100% poly double dry T-shirt with odor resistance No Bid

Manufacturer: Champion or Equivalent Manufacturer #: T2057

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	Size with Price Breakdown	List your available sizes with breakdown of pricing	
4	Qty with Price Breakdown	List your price break for larger quantities	

34 3 EA Portsmouth wind and water resistant jacket with jersey lining. Zipper, side pockets, elasticized cuffs and hem with drawstring S - XL No Bid

Manufacturer: Charles River or Equivalent Manufacturer #: 9720

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL	List your price for 2XL	
4	3XL	List your price for 3XL	
5	4XL	List your price for 4XL	
6	5XL	List your price for 5XL	

35 3 EA Enterprise wind and water resistant jacket with sweatshirt fleece lining. Zipper side pocket, elasticized cuffs and hem with drawstring S - XL No Bid

Manufacturer: Charles River or Equivalent Manufacturer #: 9922

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL	List your price for 2XL	
4	3XL	List your price for 3XL	
5	4XL	List your price for 4XL	
6	5XL	List your price for 5XL	

36 2 EA Women's Slim Fit Bootcut Stretch Twill Pants 2 - 18 hemmed No Bid

Manufacturer: Dickies or Equivalent Manufacturer #: FP121

Item Notes: Unit price shall include hemmed.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	20 - 24	List your price for 20 - 24	

37 15 EA Water repellent duck insulated bib overall S - XL No Bid

Manufacturer: Dickies or Equivalent Manufacturer #: TB839

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL - 5XL	List your price for 2XL - 5XL	

38 12 EA Industrial Relaxed Fit Cargo Pants Size 28 - 42 No Bid

Manufacturer: Dickies or Equivalent Manufacturer #: 2112372

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	44 - 60	List your price for 44 - 60	

39 4 EA Men's Industrial relaxed fit cotton blend cargo shorts E-Z touch, staydark technology 28 - 42 No Bid

Manufacturer: Dickies or Equivalent Manufacturer #: LR542

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	44 - 50	List your price for 44 - 50	

40 1 EA Hooded jacket. 100% cotton quarry washed boulder cloth canvas with polyfill lining, three piece hood, spandex blend rib knit trim and cuffs, Oversized front pockets and inside patch pockets S - XL No Bid

Manufacturer: Dri Duck or Equivalent Manufacturer #: 5020

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL	List your price for 2XL	

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4 3XL List your price for 3XL

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5 4XL List your price for 4XL

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6 5XL List your price for 5XL

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41 15 EA Preshrunk 6.1 oz. Long sleeve ultra cotton T-Shirt S - XL No Bid

Manufacturer: Gildan or Equivalent Manufacturer #: G240

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL	List your price for 2XL	
4	3XL	List your price for 3XL	
5	4XL	List your price for 4XL	
6	5XL	List your price for 5XL	

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42 23 EA Preshrunk 6.1 oz. sleeveless ultra cotton T-Shirt No Bid

Manufacturer: Gildan or Equivalent Manufacturer #: G270

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL	List your price for 2XL	

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43 9 EA Short sleeve ultra cotton pocket T-Shirt 100% preshrunk cotton S - XL No Bid

Manufacturer: Gildan or Equivalent Manufacturer #: G230

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2 - 4XL	List your price for 2XL - 4XL	
4	5XL	List your price for 5XL	

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44 17 EA Preshrunk 5.3 oz. Short sleeve 100% preshrunk cotton T-Shirt (no pocket) S - XL No Bid

Manufacturer: Gildan or Equivalent Manufacturer #: G500

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2 - 3XL	List your price for 2XL - 3XL	

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45 7 EA Preshrunk 5.3 oz. 100% cotton long sleeve T-Shirt (no pocket) S - XL No Bid

Manufacturer: Gildan or Equivalent Manufacturer #: G540

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2 - 3XL	List your price for 2XL - 3XL	

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46 7 EA Cotton/Poly 90/10% long sleeve crewneck sweatshirt S - XL No Bid

Manufacturer: Hanes or Equivalent Manufacturer #: F260

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2 - 3XL	List your price for 2XL - 3XL	

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47 2 EA Heavyweight 50% Cotton/50% Polyester 5.6 ounce T-Shirt S - XL No Bid

Manufacturer: Jerzees or Equivalent Manufacturer #: 29MDXXXX

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL	List your price for 2XL	
4	3XL	List your price for 3XL	
5	4XL	List your price for 4XL	
6	5XL	List your price for 5XL	

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48 1 EA Insulated duck bib overall, hip zip S - XL No Bid

Manufacturer: Key or Equivalent Manufacturer #: 275.01

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	

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2 Mfg. No. List your mfg number of the item you are bidding

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3 2 - 4XL List your price for 2XL - 4XL

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4 5XL List your price for 5XL

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49 1 EA ANSI 107 Class 3 compliant wicking polyester sweatshirt with 2" 3M scotchlite reflective material. Elastic cuff and waistband No Bid

Manufacturer: OccuNomix or Equivalent Manufacturer #: LUX-SWT3

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

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#	Name	Note	Response
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1	Manufacturer	List your mfg of the item you are bidding	
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2	Mfg. No.	List your mfg number of the item you are bidding	
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3	2XL - 3XL	List your price for 2XL - 3XL	
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4	4XL - 6XL	List your price for 4XL - 6XL	
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50 3 EA ANSI 100% Wicking Polyester Class 2 Premium Standard Wicking 6 oz. Shirt with pocket S - 2XL No Bid

Manufacturer: OccuNomix or Equivalent Manufacturer #: LUX-SSTP2

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

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#	Name	Note	Response
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1	Manufacturer	List your mfg of the item you are bidding	
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2	Mfg. No.	List your mfg number of the item you are bidding	
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3	3XL - 6XL	List your price for 3XL - 6XL	
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51 3 EA 100% ANSI Polyester with PU coating (waterproof with sealed seams, Class 3 Premium 5-in-1 Parka with rollaway hood and removable and reversible quilted vest with sleeves. ASTM F 2732 Temp rating -3.5 -21 Degrees F. S - 2XL No Bid

Manufacturer: OccuNomix or Equivalent Manufacturer #: LUX-TJFS

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	3XL - 6XL	List your price for 3XL - 6XL	

52 4 EA ANSI Class 3 Premium Four-Way original bomber jacket with 100% black poly fleece liner with rollup and removable hood. S - XL No Bid

Manufacturer: OccuNomix or Equivalent Manufacturer #: LUX-TJBJ

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	3XL - 6XL	List your price for 3XL - 6XL	

53 8 EA ANSI Class 2 flame resistant 100% poly long sleeve t-shirt with 2" silver reflective tape. S - XL No Bid

Manufacturer: OccuNomix or Equivalent Manufacturer #: LUX-LST2

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	



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3 2XL List your price for 2XL

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4 3XL List your price for 3XL

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5 4XL List your price for 4XL

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54 19 EA ANSI Class 2 Classic standard wicking 100% poly 5.3 oz. short sleeve shirt with pocket S - XL No Bid

Manufacturer: OccuNomix or Equivalent Manufacturer #: LUX-SSETP2

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL - 3XL	List your price for 2XL - 3XL	
4	4XL - 5XL	List your price for 4XL - 5XL	

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55 4 EA T-Shirts with Pocket Short Sleeve 50/50 Cotton/Poly 5.5 Ounce Large Tall - XLT No Bid

Manufacturer: Port & Company Manufacturer #: PC55PT

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2 - 4XL Tall	List your price for 2XL - 4XL Tall	

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56 3 EA 6.1% 100% Short Sleeve Cotton T-Shirt S - XL No Bid

Manufacturer: Port & Company Manufacturer #: PC61PT

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL - 4XL	List your price for 2XL - 4XL	
4	LT - XLT	List your price for L Tall - XL Tall	

57 2 EA 12 oz. Thermal lined full-zip hooded sweatshirt S - XL No Bid

Manufacturer: Port Authority or Equivalent Manufacturer #: CS620

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL	List your price for 2XL	
4	3XL	List your price for 3XL	
5	4XL	List your price for 4XL	
6	5XL	List your price for 5XL	

58 2 EA 50/50 cotton/poly t-shirt with pocket S - XL No Bid

Manufacturer: Port Authority or Equivalent Manufacturer #: PC55PT

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2 - 4XL	List your price for 2XL - 4XL	

59 3 EA Short sleeve 4.5 oz. 55/45 with button down collar and pocket, box back pleat S - XL No Bid

Manufacturer: Port Authority or Equivalent Manufacturer #: S508

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL	List your price for 2XL	
4	3XL	List your price for 3XL	
5	4XL	List your price for 4XL	
6	5XL	List your price for 5XL	
7	6XL	List your price for 6XL	

60 5 EA Ladies Long Sleeve Silk Touch Polo with 3 button placket XS - XL No Bid

Manufacturer: Port Authority or Equivalent Manufacturer #: L500LS

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL	List your price for 2XL	
4	3XL	List your price for 3XL	
5	4XL	List your price for 4XL	

61 1 EA Insulated Duck Coverall 65 poly 35% cotton duck S - XL No Bid

Manufacturer: Red Kap or Equivalent Manufacturer #: CD32BD

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2 - 5XL	List your price for 2XL - 5XL	

62 2 EA Men's Brown Duck Insulated 65/35 Poly/Cotton Overalls S - XL No Bid

Manufacturer: Red Kap or Equivalent Manufacturer #: BD30BD

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2 - 5XL	List your price for 2XL - 5XL	

63 4 EA Men's 100% Cotton Denim Bib Overalls 30 - 50 No Bid

Manufacturer: Red Kap or Equivalent Manufacturer #: BD10

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	52 - 56	List your price for 52 - 56	

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64 6 EA Relaxed Fit Cargo Short with back patch pockets with flaps and side cargo pockets with flaps/snap closure 30 - 44 No Bid

Manufacturer: Red Kap or Equivalent Manufacturer #: PT66

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	46 - 50	List your price for 46 - 50	

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65 12 EA Mens Wrinkle resistant cotton work shirt long sleeve S - XL No Bid

Manufacturer: Red Kap or Equivalent Manufacturer #: SC30SG

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL- 3XL	List your price for 2XL - 3XL	

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66 20 EA Mens Wrinkle resistant cotton work shirt short sleeve S - XL No Bid

Manufacturer: Red Kap or Equivalent Manufacturer #: SC40SG

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL- 3XL	List your price for 2XL - 3XL	

67 5 EA Men's classic work jean 100% cotton prewashed 13.75 oz. heavyweight denim 28 - 42 No Bid

Manufacturer: Red Kap or Equivalent Manufacturer #: PD54

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	44 - 54	List your price for 44 - 54	

68 60 EA Loose Fit Stonewash Dungaree Jeans 28 - 42 No Bid

Manufacturer: Red Kap or Equivalent Manufacturer #: PD80SW

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	44 - 54	List your price for 44 - 54	

69 30 EA Men's Industrial 65/35 Poly/Cotton Short Sleeve Work Shirt with two button-thru hex style pockets with pencil stall on left pocket, soil release and wickable finish S - XL No Bid

Manufacturer: Red Kap or Equivalent Manufacturer #: SP24

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL- 6XL	List your price for 2XL - 6XL	

70 20 EA Dura-Kap Industrial Pant 7.5 oz. twill durable press finish with darts over hip pockets 28 - 42 No Bid

Manufacturer: Red Kap or Equivalent Manufacturer #: PT20

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	44 - 60	List your price for 44 - 60	

71 5 EA Men's elastic insert work pant 7..5 oz. twill with durable press finish 65/35 cotton/poly 27/28 - 41/42 No Bid

Manufacturer: Red Kap or Equivalent Manufacturer #: PT60

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	43/44 - 59/60	List your price for 43/44 - 59/60	

72 1 EA Men's plain front shorts 65/35 poly/cotton with durable press finish dart over hip pockets 28 - 42 No Bid

Manufacturer: Red Kap or Equivalent Manufacturer #: PT26

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	44 - 50	List your price for 44 - 50	

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73 15 EA Women's Smock Loose Fit Short Sleeve poly/cotton 80/20 performance blend ppoplin with pre-cure durable press finish S - XL No Bid

Manufacturer: Red Kap or Equivalent Manufacturer #: TP23

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL - 4XL	List your price for 2XL - 4XL	

---

74 6 EA Long Sleeve 100 % Cotton Denim 6.5 oz. Shirt with Button Down Collar and Left Chest Pocket S - XL No Bid

Manufacturer: Sierra Pacific or Equivalent Manufacturer #: 3211X

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL - 3XL	List your price for 2XL - 3XL	

---

75 9 EA Men's' Caliber Cotton Baby Pique Golf Polo 7 oz. 100% ring spun combed cotton baby pique S - XL No Bid

Manufacturer: Tri-Mountain or Equivalent Manufacturer #: 188

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL	List your price for 2XL	



4	3XL	List your price for 3XL
5	4XL	List your price for 4XL
6	5XL	List your price for 5XL
7	6XL	List your price for 6XL

76 3 EA Men's 6 oz. 100% cotton twill short sleeve shirt with left chest pocket and button. Button down collar S - XL No Bid

Manufacturer: Tri-Mountain or Equivalent Manufacturer #: 808

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL	List your price for 2XL	
4	3XL	List your price for 3XL	
5	4XL	List your price for 4XL	
6	5XL	List your price for 5XL	
7	6XL	List your price for 6XL	

77 3 EA Windproof/Water Resistant Medium-Weight Jacket . 100% Toughlan nylon and 9 oz. heavyweight cotton/polyester/rayon jersey lining. Two pockets with zippers and one inner chest pocket. Raglan sleeves and 3 piece cut hood. Elastic waistband and cuff. S - XL No Bid

Manufacturer: Tri-Mountain or Equivalent Manufacturer #: 3600

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	

3	2XL	List your price for 2XL
4	3XL	List your price for 3XL
5	4XL	List your price for 4XL
6	5XL	List your price for 5XL
7	6XL	List your price for 6XL

78 8 EA Men's 100% cotton soft twill short sleeve woven placket shirt with pocket and button down collar and pleated yoke back S - XL No Bid

Manufacturer: Tri-Mountain or Equivalent Manufacturer #: 788

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL	List your price for 2XL	
4	3XL	List your price for 3XL	
5	4XL	List your price for 4XL	
6	5XL	List your price for 5XL	
7	6XL	List your price for 6XL	

79 3 EA 100% bushed cotton twill cap precurved visor and velcro closure No Bid

Manufacturer: Valucap or Equivalent Manufacturer #: VC200

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	

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2 Mfg. No. List your mfg number of the item you are bidding

---

80 3 EA 6.5 oz. 100% Denim Shirt with left chest pocket with pencil stall and button closure S - XL No Bid

Manufacturer: Wrangler or Equivalent Manufacturer #: SD10

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL - 3XL	List your price for 2XL - 3XL	

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81 3 EA Men's Hero 100% Cotton Denim Shirt with patch pocket, button down collar S - XL No Bid

Manufacturer: Wrangler or Equivalent Manufacturer #: 7198

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your mfg of the item you are bidding	
2	Mfg. No.	List your mfg number of the item you are bidding	
3	2XL - 4XL	List your price for 2XL - 4XL	

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82 6 EA Long Sleeve Denim Shirt 6.5 oz 100% Cotton Button Down with Left Chest Pocket S - XL No Bid

Manufacturer: Sierra Pacific Manufacturer #: 3211

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

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

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4 4XL - 6XL List your pricing for 4XL - 6XL

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83 3 EA Clarksburg Full-Zip Hoodie S - 2XL No Bid

Manufacturer: Carhartt or Equivalent Manufacturer #: 102788

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

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

---

84 3 EA Clarksburg Sherpa Lined Full-Zip Hoodie S - 2XL No Bid

Manufacturer: Carhartt or Equivalent Manufacturer #: 102787

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

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

---

85 5 EA V-Neck Tee Ultimate Badger SoftLock, antimicrobial S - 2XL No Bid

Manufacturer: Badger or Equivalent Manufacturer #: 4062

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

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

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86 5 EA Ladies Midweight Mid-Scoop T-Shirt 5.4oz. preshrunk 100% combed ringspun cotton S - 2XL No Bid

Manufacturer: Anvil or Equivalent Manufacturer #: 780L

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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

87 6 EA Long Sleeve Preshrunk Jersey Knit T-Shirt 5.3 oz. preshrunk 100% combed ringspun cotton S - 2XL No Bid

Manufacturer: Gildan or Equivalent Manufacturer #: 5400

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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

88 5 EA Cool DRI Women's Performance 100% Polyester V-Neck Tee S - 2XL No Bid

Manufacturer: Hanes or Equivalent Manufacturer #: 483V

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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

Response Total: \$6,182.25



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 402-861-7000 E-MAIL ADDRESS: FAX (A/C, No):													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : United Fire &amp; Casualty</td> <td>13021</td> </tr> <tr> <td>INSURER B : First Dakota Indemnity Company</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Fire & Casualty	13021	INSURER B : First Dakota Indemnity Company		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER B : First Dakota Indemnity Company														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> The Fort, Inc. 815 Central Ave Nebraska City NE 68410	FOR30801													

**COVERAGES**

CERTIFICATE NUMBER: 1951722955

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

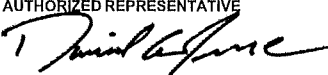
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			60498822	12/1/2018	12/1/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			60498822	12/1/2018	12/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60498822	12/1/2018	12/1/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC02000353762018A	12/1/2018	12/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bid #18-266 Annual Supply Work Clothing

City Of Lincoln and Lancaster County is additional insured with respects to General Liability and Automobile Liability Coverage with a waiver of subrogation on Workers' Compensation coverage in favor of the City of Lincoln and Lancaster County. Additional Insured and Waiver of Subrogation Endorsement Forms to follow.

**CERTIFICATE HOLDER****CANCELLATION**

City of Lincoln Lancaster County 555 S 10th Street Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER:

60498822

## FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

## Other Forms

## Applicable to the state of Missouri

BP0003(07-13) BUSINESSOWNERS COVG FORM  
 BP0111(11-13) MO-CHGS  
 BP0157(10-08) MO-CHGS POLLUTION EXCL  
 BP0417(01-10) EMPLOYMENT-RELATED PRACTICES EXCL  
 BP0483(01-10) REMOVAL OF INSURANCE-TO-VALUE PROVISION  
 BP0493-(01-06) TOTAL POLLUTION EXCL W/A HOSTILE FIRE EXCEPTION  
 BP0517(01-06) EXCL-SILICA OR SILICA RELATED DUST  
 BP0577(01-06) FUNGI/BACTERIA EXCL  
 BP0598(07-13) AMENDMENT OF INSURED CONTRACT DEFINITION  
 BP1504(05-14) EXCL-ACCESS OR DISCLOSURE OF INFORMATION  
 BP7022(01-10) ABUSE OR MOLESTATION EXCL  
 \*BP7123(12-13) PREMIERPRO COVERAGE PART DEC  
 \*BP7124(01-10) PREMIERPRO SUPPLEMENTAL DEC-PROPERTY  
 \*BP7125(01-10) PREMIERPRO SUPPLEMENTAL DEC-ADDL INSURED  
 BP7174(08-15) PRIMARY & NONCONTRIBUTORY-OTHER INS CONDITION  
 IL7009(04-91) PUNITIVE/EXEMPLARY DAMAGES EXCL  
 IL7068(01-10) EXCL-LEAD-HAZARDOUS PROPERTIES  
 IL7069(01-10) EXCL-UNDERGROUND STORAGE TANKS  
 IL7070(09-12) ABSOLUTE ASBESTOS EXCL  
 IL7076(01-10) WINDSTORM/HAIL DED  
 IL7083(08-10) PAYMENT OF LOSSES  
 ST1644(01-12) POLICY WEBSITE STUFFER  
 ST1882(06-16) NOTICE-LOCATION & PREMISES CLARIFICATION  
 \*UW7002(04-96) FORMS SUPPLEMENTAL DECLARATIONS  
 \*UW7009(01-15) CONTINUATION OF NAMED INSUREDS SHOWN ON THE DEC

## Applicable to the state of Nebraska

BP0003(07-13) BUSINESSOWNERS COVG FORM  
 BP0112(03-15) NE-CHGS  
 BP0417(01-10) EMPLOYMENT-RELATED PRACTICES EXCL  
 BP0483(01-10) REMOVAL OF INSURANCE-TO-VALUE PROVISION  
 BP0517(01-06) EXCL-SILICA OR SILICA RELATED DUST  
 BP0523(01-15) CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM  
 BP0564(01-15) CONDITIONAL EXCL OF TERRORISM  
 BP0577(01-06) FUNGI/BACTERIA EXCL  
 BP0598(07-13) AMENDMENT OF INSURED CONTRACT DEFINITION  
 BP1504(05-14) EXCL-ACCESS OR DISCLOSURE OF INFORMATION  
 \*BP7018(05-16) ADDL INSURED-DESIGNATED PERSON/ORGANIZATION  
 BP7022(01-10) ABUSE OR MOLESTATION EXCL  
 BP7115(08-17) EQUIP BREAKDOWN ENHANCEMENT END  
 \*BP7123(12-13) PREMIERPRO COVERAGE PART DEC  
 \*BP7124(01-10) PREMIERPRO SUPPLEMENTAL DEC-PROPERTY  
 \*BP7125(01-10) PREMIERPRO SUPPLEMENTAL DEC-ADDL INSURED  
 BP7156(11-13) PREMIER PRO EXPANDED ULTRA END

POLICY NUMBER:

60498822

## FORMS SUPPLEMENTAL DECLARATIONS

## Other Forms

BP7174(08-15)	PRIMARY & NONCONTRIBUTORY-OTHER INS CONDITION
IL7009-(04-91)	AMEND ENDORSEMENT PUNITIVE/EXEMPLARY DAMAGES EXCL
IL7057(01-10)	WINDSTORM OR HAIL DED
IL7068(01-10)	EXCL-LEAD-HAZARDOUS PROPERTIES
IL7069(01-10)	EXCL-UNDERGROUND STORAGE TANKS
IL7070(09-12)	ABSOLUTE ASBESTOS EXCL
IL7083(08-10)	PAYMENT OF LOSSES
IL7095(01-14)	INTERNET SECURITY & PRIVACY INS END
ST1644(01-12)	POLICY WEBSITE STUFFER
ST1813(10-15)	IMPORTANT NOTICE-INTERNET SECURITY & PRIVACY
ST1882(06-16)	NOTICE-LOCATION & PREMISES CLARIFICATION
*UW7002(04-96)	FORMS SUPPLEMENTAL DECLARATIONS
*UW7009(01-15)	CONTINUATION OF NAMED INSUREDS SHOWN ON THE DEC



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Lincoln Lancaster County 555 S 10th Street Lincoln, NE 68508
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Paragraph C. Who Is An Insured** under **SECTION II – LIABILITY** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly Arising out of:

1. The performance of your ongoing operations; or
2. In Connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that insured are completed.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury " or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respects to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expense Limit of Insurance:

If coverage provided to the additional insured is required by written contract or agreement, the most we will pay on behalf of the additional insured is the amount of the insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COMMON POLICY CONDITIONS

### COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
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Employee as Insureds	2
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Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
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Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair – Deductible Amendment	5
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
Waiver of Subrogation Required by Contract	6
Unintentional Failure to Disclose	6
Hired, Leased, Rented or Borrowed Auto Physical Damage	6
Mental Anguish	7
Extended Cancellation Condition	7

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

***(Temporary Substitute Auto Physical Damage)***

**A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

**SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:**

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

**B. BROADENED LIABILITY COVERAGES**

**SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:**

***(Broad Form Insured)***

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (1) That is a joint venture or partnership,
  - (2) That is an "insured" under any other policy,
  - (3) That has exhausted its Limits of Insurance under any other policy, or
  - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

***(Employee as Insureds)***

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

***(Additional Insured Status by Contract, Agreement or Permit)***

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
  - (1) Currently in effect or becoming effective during the term of this policy; and
  - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

**C. BROADENED SUPPLEMENTARY PAYMENTS**

**SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4)** are replaced by the following:

**(Bail Bond Coverage)**

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**(Loss of Earnings Coverage)**

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

**(Amended Fellow Employee Exclusion)**

**D. AMENDED FELLOW EMPLOYEE EXCLUSION**

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

**5. Fellow Employee**

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

**E. BROADENED PHYSICAL DAMAGE COVERAGES**

**SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage** is amended as follows:

**(Towing and Labor)**

**2. Towing** is deleted and replaced with the following:

**2. Towing and Labor**

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

However, the labor must be performed at the place of disablement.

**(Physical Damage Additional Transportation Expense Coverage)**

**4. Coverage Extensions**

- a. **Transportation Expenses** is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions**:

**(Extra Expense – Theft)**

- c. **Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

***(Rental Reimbursement and Additional Transportation Expense)***

**d. Rental Reimbursement**

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
  - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
  - (a) Necessary and actual expenses incurred; or
  - (b) \$75 per day.
  - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
  - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

***(Personal Effects Coverage)***

**e. Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

***(Personal Property of Others)***

**f. Personal Property of Others**

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

***(Locksmith Coverage)***

**g. Locksmith Coverage**

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

**(Vehicle Wrap Coverage)**

**h. Vehicle Wrap Coverage**

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

**(Airbag Accidental Discharge)**

**F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

**G. BROADENED LIMITS OF INSURANCE**

**(Audio, Visual and Data Electronic Equipment Coverage)**

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** at **1.b.** is amended to provide the following limits:

- b. Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

**(Auto Loan/Lease Total Loss Protection)**

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** is amended by adding the following language:

- 4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto" less:
  - a. The amount paid under the Physical Damage Coverage Section of the policy; and
  - b. Any:
    - (1) Overdue lease / loan payments at the time of the "loss";
    - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - (3) Security deposits not returned by the lessor;
    - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
    - (5) Carry-over balances from previous loans or leases.

**(Glass Repair – Deductible Amendment)**

**H. GLASS REPAIR – DEDUCTIBLE**

**SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible** is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

***(Amended Duties in the Event of Accident, Claim, Suit or Loss)***

**I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss**:

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
  - (1) You, if you are an individual;
  - (2) Any partner or insurance manager if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation;
  - (4) Your members, managers or insurance manager, if you are a limited liability company; or
  - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

***(Waiver of Subrogation by Contract)***

**J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT**

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

***(Unintentional Failure to Disclose)***

**K. UNINTENTIONAL FAILURE TO DISCLOSE**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

***(Hired, Leased, Rented or Borrowed Auto Physical Damage)***

**L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE**

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph **5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
  - (a) Any Covered "auto" you lease, hire, rent or borrow; and
  - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

**(2) Limit of Insurance For This Section**

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

**(4) Definitions For This Section**

- (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.
- (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

***(Mental Anguish)***

**M. MENTAL ANGUISH**

Under **SECTION V – DEFINITIONS**, **C.** is replaced by the following:

**C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

***(Extended Cancellation Condition)***

**N. EXTENDED CANCELLATION CONDITION**

Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

- b.** 60 days before the effective date of cancellation if we cancel for any other reason.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Effective	Expiration	Persons	Organization
12/1/2018	12/1/2019		City of Lincoln, Lancaster County

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	12/1/2018 12:00:00 AM	Policy No.	WC020-0035376-2018A	Endorsement No.	1
Insured	The Fort Inc			Premium	\$37

Insurance Company  
 First Dakota Indemnity Company

Countersigned by \_\_\_\_\_

**ADDENDUM #1**  
**Issue Date:**  
**11/14/2018**  
**RFP No. 18-266**  
**Annual Supply Work Clothing**

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. Can you please furnish the previous bid tabulation of who was awarded, when and at what price?

A. The previous bid information can be found by clicking the below link.

<https://col.ionwave.net/PublicDetail.aspx?bidID=8829&ret=AWAR&pg=0&bidNumber=15-019&title=&type=&org=>

**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

**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 OF WORK CLOTHING

### 1. GENERAL INFORMATION:

- 1.1 It is the intent of these specifications to describe the minimum requirements for Annual Supply of Work Clothing for the City of Lincoln, Lancaster County, City of Lincoln/Lancaster County Public Building Commission, (hereinafter referred to as "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 request to Rachelle Hinze, Buyer ([rhinze@lincoln.ne.gov](mailto: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.
- 1.7 Vendor shall provide % discount in the Attribute section of Ebid that shall be applied to **all** items in your catalog not listed in the Ebid Line Items.
  - 1.7.1 All catalog items shall be eligible for that % discount and the net price after the discount has been applied shall reflect F.O.B. Destination with all transportation charges being paid.

### 2. ORDERING AND ACCEPTANCE OF MATERIAL

- 2.1 The Owners prefer the capability to submit orders online through Vendor's online order system.
  - 2.1.1 The system shall direct the Owners to individual pricing structure.
  - 2.1.2 Each user shall be able to view their account purchase history and current account balance.
  - 2.1.3 Placing an order through the website shall provide a form of tracking and a summary of the order.
- 2.2 Orders will be placed as-needed by the Owners.
- 2.3 Vendor must be capable of billing each individual location and compiling reports by location upon request.
- 2.4 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall include the contract number assigned by the Owner's.
- 2.5 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.

### 3. PATCHES, EMBROIDERY

- 3.1 The Owners will supply patches to the awarded Vendor to be sewn on uniforms
  - 3.1.1 Unit price shall be listed in the attribute section of the bid.

4. **ALTERATIONS**

- 4.1 Upon orders being received the Vendor may be asked to come on-site for alterations as needed per each individual order.
  - 4.1.1 After sizing has been completed on-site Vendor shall take items back for the alterations and ship items back to department upon completion.
  - 4.1.2 Any alterations shall be completed and returned within 30 days of receipt.
- 4.2 Alterations shall include basic alterations: Trouser hemming, taking in trouser waists, coat sides and adjusting arm pits.
- 4.3 Any alterations in error by Vendor will be done at Vendor cost.
  - 4.2.1 This includes shipment of items.
- 4.4 Any alteration in error giving by Owners will be done at Owner's cost.
  - 4.3.1 This includes shipment of items.

5. **DELIVERY**

- 5.1 Deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m., CST, Monday through Friday, excluding holidays unless prior approval has been granted by the ordering department.
- 5.2 Delivery of in-stock items are to be delivered within seven - ten (7-10) business days after receipt of order.
- 5.3 Delivery of non-stock items are to be delivered within fourteen – twenty-one (14 -21) business days after receipt of order.
- 5.4 Orders may be shipped once Vendor has received an item.
  - 5.4.1 Vendor shall not hold an item till all items per each order have been received from the warehouse.
- 5.5 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.
  - 5.5.1 Stock garments are items considered to have specialized embroidery specific to the Owners.
- 5.6 The vendor shall maintain sufficient 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. **SHIPMENT**

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

7. **BACK ORDERS**

- 7.1 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 46<sup>th</sup> day.

8. **RETURN RESTOCKING AND SHIPPING FEES POLICY**

- 8.1 The successful Vendor shall provide a full money back return policy for items that are unworn and undamaged for reasons of defect or wrong size.
- 8.2 Vendor shall be responsible for any restocking fees, and/or shipping charges for orders placed in which incorrect sizing was given by the vendor.
- 8.3 Returns to the Vendor shall be made within thirty (30) days to qualify for full credit.
- 8.4 Vendor shall make arrangements and cover the cost for carrier (i.e. UPS) to pick up the return item from the delivery location.
- 8.5 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).
- 8.6 The Owners will not be charged a restocking fee or any related fee for returned stock items.
  - 8.7 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.
  - 8.8 Funds from an Owners Individual Uniform Account shall not be used to pay for any return services.

9. **AWARD EVALUATION**

- 9.1 The lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deems will best serve the requirements and interests of the Owners.
- 9.2 The Owners reserves the right to award contract(s) to more than one Vendor if it is deemed in the best interest of the Owners to do so as to avoid supply shortages and delivery delays.

# INSTRUCTIONS TO BIDDERS

## City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

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 the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" 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.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
  - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
  - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
  - 1.7.3 Said document is available on the web site.  
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdndspec/index.htm>

### 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 to be received within three (3) days of bid closing.
  - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates 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 Owners.
  - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners 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 Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification 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 specification documents, and the bid has been made 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. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification 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.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

**5. ADDENDA**

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 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.

**6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and 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.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

**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 Owners 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, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead 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 by item number from the specification 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 Owners' 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 Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, 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 Owners 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.
- 10.2 The Owners reserve 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/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner 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 met 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 Owners, 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 Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. 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 proposal 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 Owners; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners 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 Owner, as required by the specification 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 Owners 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 responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners 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 minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, 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 Owners. 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 Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal 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 the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of 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 Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners 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 Owners 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 proposal 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.

**17. EQUIPMENT TAX ASSESSMENT**

17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 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 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 The City of Lincoln-Lancaster 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 City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

**20. EXECUTION OF AGREEMENT**

20.1 Depending on the type of service and commodity 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 City of Lincoln, Lancaster County and City-County Public Building Commission 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. City, County and City-County Public Building Commission will furnish copies of a 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 City, County and City-County Public Building Commission will sign and date the Contract.
  4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

**21. TAXES AND TAX EXEMPTION CERTIFICATE**

21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.  
22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

**22. CITY AUDIT ADVISORY BOARD**

22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

23. **E-VERIFY**

23.1 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).

**INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY  
AND PUBLIC BUILDING COMMISSION CONTRACTS**

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln     Lancaster County     Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,  
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.  
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY  
INCLUDE THE ENTITY ISSUING THE CONTRACT.

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO  
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS  
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE  
REQUIREMENTS SET FORTH BELOW.

**Insurance; Coverage Information**

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

**Certificates**

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

**1. Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

**1.1 Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

**1.2 Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

**1.3 Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 for each Garage Keepers and Garage Liability, including Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 31 shall be provided, where applicable.

**1.4 Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

**1.5 Builder's Risk Insurance**

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

**1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

**1.6 Pollution Liability**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

**1.7 Errors and Omissions; Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

**1.8 Railroad Contractual Liability Insurance**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

**1.8.1 Railroad Protective Liability**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

**1.9 Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss



or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

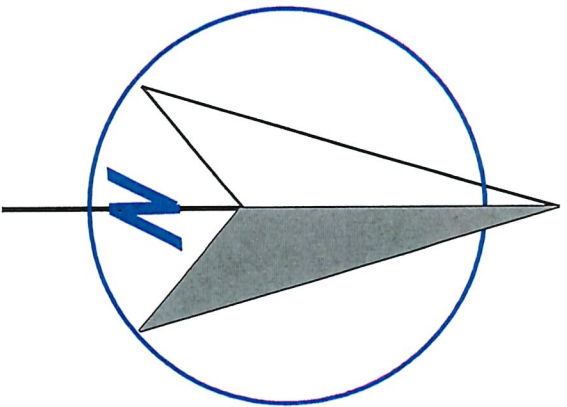
For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.



AGING  
PARTNERS

*Health & Fitness*

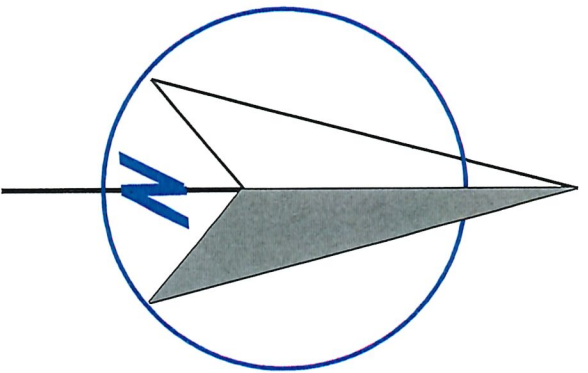
*Lancaster County*  
**PUBLIC**  
**RURAL TRANSIT**



*ENGINEERING  
SERVICES*



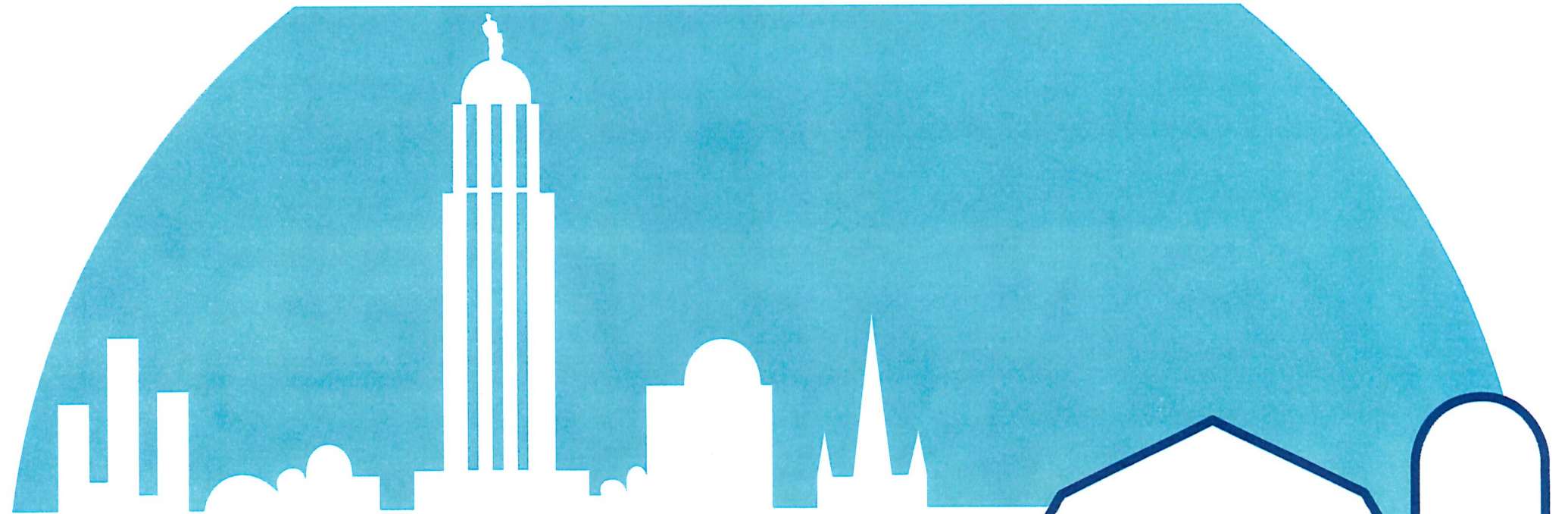
LINCOLN, NE



*ENGINEERING SERVICES*

*City of Lincoln*

*Public Works & Utilities*



**LINCOLN  
LANCASTER COUNTY,**

**HEALTH  
DEPARTMENT**



**LINCOLN  
FIRE RESCUE**

**PROTECTION**



**INSPECTION** **MEDICAL**

**EDUCATION**

**NEBR**



MEMBER

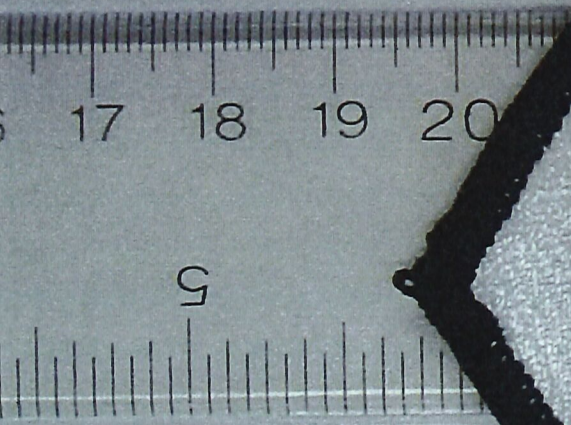
INSPECTION

PROTECTION

EDUCATION

MEDICAL

LINGCOLN  
FIRE RESCUE









Lincoln Park

& Recreation

fundamental





*Park  
& Go*

YOUTH SERVICES CENTER  
STAFF

**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 30, 2018** for providing the following:

**Annual Supply – Work Clothing  
Bid No. 18-266**

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](http://lincoln.ne.gov) (type: e-bid - in search box, then click "Supplier Registration").

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