

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

**CONTRACT NUMBER
12021 OC**

PAGE 1 of 3	ORDER DATE 10/06/10
BUSINESS UNIT 9000	BUYER MICHELLE KEMPER (AS)
VENDOR NUMBER: 502059	
VENDOR ADDRESS: ATLANTIC TEXTILES CO PO BOX 537 LONGPORT NEW JERSEY 08403-0537	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 11, 2010 THROUGH OCTOBER 10, 2011

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 2173 OF

Contract to supply and deliver Fleece and Rib Knit Fabric as per the attached specifications, terms and conditions for a period of one (1) year beginning October 11, 2010 through October 10, 2011. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Contract subject to thirty (30) days cancellation by either party upon written notice.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at:
<http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.


BUYER

MATERIEL ADMINISTRATOR

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**CONTRACT NUMBER
12021 OC**

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

1. The signed Invitation to Bid Contract document;
2. The original ITB document;
3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

VENDOR CONTACT: Peter Mimmo
 PHONE: 609-822-4441
 FAX: 609-822-8641

THIS IS THE SECOND RENEWAL OF THE CONTRACT AND IS INCLUSIVE OF AMENDMENT ONE (1).

AMENDMENT TWO (2): Contract is being amended to allow for price increases on lines one (1) and two (2). (10/06/10 ta)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	fleece fabric, 50 / 50, 7.5 oz sweatshirts, R-FN-700	20,000.0000	YD	2.6300
2	rib-knit , 50/50, 7.5 oz sleeves & bottom, R-FN-710	6,000.0000	YD	1.7800

MK
 BUYER INITIALS

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004

STATE OF NEBRASKA
CORNHUSKER STATE INDUSTRIES
Terms and Conditions

Scope

The State of Nebraska, Department of Correctional Services, Cornhusker State Industries is seeking a contract to provide **Fleece and Rib Knit Fabric** for use in a Correctional setting

General

The vendor shall supply and deliver **Fleece and Rib Knit Fabric** as required by the State of Nebraska per attached specifications, terms and conditions for a two (2) year period after contract is awarded with the option to renew in one (1) year increments when mutually agreeable with the vendor and the State of Nebraska. The contract may be extended if agreeable to both parties. Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, FOB Destination with no additional charges for packaging or handling.

Price Escalation

Pricing to remain firm for the first year of the contract. If adjustments are necessary at the end of this period, a request for increase must be submitted in writing to the DAS/State Purchasing Bureau at least thirty (30) days prior to the effective date and accompanied by supporting manufacturer's documentation indicating percentage of increase. The supporting documentation must clearly establish the increase is for all customers, not to the State of Nebraska alone.

The State further reserves the right to reject any proposed price increase within 15 days of receipt, cancel the contract and re-bid if determined it is in the best interest of the State. No price increases are to be billed without prior written approval by the State Purchasing Bureau.

It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given the full benefit of such decline in price immediately.

Noncompliance Statement

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Noncompliance will void your quotation.

It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.

No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any request for bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402)471-2089 or e-mailed to matpurc@notes.state.ne.us (inquiries received within 48 hours of bid opening may not be addressed).

Estimated Usage

Quantities stated are estimated only and shall not be construed to be either a minimum or a maximum. Vendor is responsible for identifying any order minimums or delivery limitations that may apply. Failure of the vendor to note any special conditions or exceptions shall be deemed a waiver of any such condition or exception. The State will be the sole judge in determining the acceptability of any minimum, special condition or exception.

Estimated Annual usage is as follows:

10,000 yards of fleece

3,000 yards of rib

Substitute

The vendor will not substitute any item that has been awarded without prior approval of State Purchasing Bureau and Cornhusker State Industries.

Product Revisions

In the event the fabric is discontinued and/or replaced with an updated product, the State reserves the right to amend this contract to include the new product.

Delivery

Vendor will be required by the terms of the contract to deliver within thirty (30) days after receipt of order. If delays in delivery are anticipated, the vendor shall notify the ordering agency of the expected delivery date. The order may be cancelled if delivery time is unsatisfactory and the State may procure from other sources and the contractor may be held responsible for any excess cost.

All orders must be identified with the purchase order number clearly marked on each shipment. All packing slips and invoices must list the purchase order number. Unidentified shipments may be rejected.

Delivery Location: Cornhusker State Industries
800 Pioneers Blvd.
Lincoln, NE 68502

Delivery Hours: Deliveries are to be made between 8:00 a.m. and 2:30 p.m.
Monday through Friday exclusive of State Holidays

Billing Address

Department of Correctional Services
Accounts Payable / CSI
P.O. Box 94661
Lincoln, NE 68509-4661

Usage Reports

The vendor shall provide annual usage of this contract by Cornhusker State Industries. The report shall list usage by purchase order number, item quantities and dollar amount. The report shall be forwarded to the State Purchasing Bureau, 301 Centennial Mall South,

Lincoln, NE 68508 and to Cornhusker State Industries, 800 Pioneers Blvd., Attn: Sales & Marketing, Lincoln, NE 68502 or fax to: 402-471-1236 at the end of April each year.

Cancellation Clause

Either party may terminate this contract with thirty (30) days written notice.

Rights

The State of Nebraska reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

Award

The State of Nebraska reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by doing. Bidders may submit a bid on an all or none or lump sum basis, but should also submit a bid on an item-by-item basis.

References

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: ability, capacity, and skill of the bidder to perform the contract required; character, integrity, judgment, experience and efficiency of the bidder; whether the bidder can perform the contract within the time specified; the quality of performance of previous contracts; the previous and existing compliance by the bidder with laws relating to the contract; communication skills and timeliness; cost and schedule estimates and accuracy; problems (poor quality deliverables, contract disputes, work stoppages, et cetera); overall performance; whether or not the reference would require the firm or individual; any such other information as may be secured having a bearing on the decision to award the contract. Negative references may eliminate vendors from consideration for award.

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the bid, those indicated through explicitly specified contacts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects.

Customer Service

Provide the name and phone number of the representative who will be assigned to service the State of Nebraska's account:

Customer Service Representative: PETER MIMMO

Phone Number: 609-822-4441 FAX Number: 609-822-8641

Email Address: ATLANTICTEXTILES@COMCAST.NET

Samples

Vendor must provide approximately 1 yard of each (Fleece and Rib) fabric, dyed to match gray color. Samples of color may be obtained by contacting Julie Dabydeen by fax or email one (1) week prior to bid opening.

Fax number 402-471-2089, email - jdabydeen@notes.state.ne.us. Samples are to be provided at no cost to the State and will not be returned.

Ship samples to: State Purchasing Bureau
Attn: Sample for 2173 OF
301 Centennial Mall South
Lincoln, NE 68505

Evaluation

Samples will be evaluated to determine if they meet specification and are equivalent or better than current fabric.

Other

Fabric rolls not to exceed 45 to 50 pounds. Rolls to be packaged to prevent damage and soiling. Each roll must be identified with the following information; purchase order number, yardage, dye lot number and weight.

Bidder Instructions

Bidder must respond to each of the following statements. Specifications listed are conditions that must be met in order for a bidder to qualify for the award. A "yes" response means the bidder guarantees they can meet this condition. A "no" response means the bidder can not meet this condition. "Other" responses should be used only with a narrative response explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at its sole discretion whether or not the vendor's alternative is an acceptable alternative.

**Specifications
Fleece and Rib-Knit Fabric**

Yes	No	Other	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Fleece Fabric Content
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 50% Polyester / 50% cotton
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 7.5 ounce per square yard minimum
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C. Jersey knit weave
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. 8% maximum shrinkage
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E. 60" width

Other or Comments: _____

Yes	No	Other	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Rib-Knit Fabric Content
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. 1 x 1 weave
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. 30" tubular
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C. 7.5 ounce per square yard \pm 5%
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. 50% Polyester / 50% cotton
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E. 19 wale per inch \pm 5%
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. 32 Course per inch \pm 5%
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G. Yam size 20/1

Other or Comments: _____

Yes	No	Other	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Color (Both Fabrics)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. Yarn dyed
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Medium gray heather
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C. Fleece and rib from same dye lot
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Must match CSI color sample (sample on request)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E. All future shipments color to be consistent with initial items bid.

Other or Comments: _____
