

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
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The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Vendor must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the solicitation response. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) Party has a particular clause, then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

1. The contract resulting from this solicitation shall incorporate the following documents:
 - a. Solicitation, including any attachments and addenda;
 - b. Questions and Answers;
 - c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
 - d. Addendum to Contract Award (if applicable); and
 - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers,

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Vendor Duties Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
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Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
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A. INDEPENDENT VENDOR / OBLIGATIONS

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor's representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Vendor's solicitation response shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Vendor warrants that all persons assigned to the project shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Payment clauses Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
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A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Neb. Rev. Stat. § 81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES (Nonnegotiable)

Invoices for payment(s) must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. Invoices are required to include the purchase order number and should be emailed to DCS.Accountspayable@nebraska.gov with CC to CSI.Purchasing@nebraska.gov.

To mail Invoices, please send to the following address:

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

Invoices should be sent once the order is fully completed with full delivery. The Quantity billed amount will be determined after a physical count from CSI warehouse team. CSI will confirm the physical count received via CSI drafted Tally Sheets. The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

V. TECHNICAL SPECIFICATIONS

A. VENDOR INSTRUCTIONS

Vendor must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Vendor to qualify for the award.

"YES" response means the Vendor guarantees they can meet this condition.

"NO" response means the Vendor cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Vendor'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 shall determine at its sole discretion whether or not the Vendor's alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any non-compliance may result in your solicitation response being deemed as non-responsive.

It is the responsibility of Vendors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Vendor.

C. TECHNICAL SPECIFICATIONS: FLEECE

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. 50% Polyester / 40% cotton / 10% black thread polyester,
✓			2. Color: Heather gray 10%.
✓			3. Every roll needs to be continuous color without splicing to ensure color uniformity throughout.
✓			4. 7.5 ounce per square yard minimum, with a tolerance of plus or minus 5%
✓			5. Fleece
✓			6. Shrinkage: 2% maximum
✓			7. Width: 60 inches
✓			8. First quality fabric only, no seconds or overruns
✓			9. Rolled Around 2-3" inner diameter Non-Crush Cores
✓			10. Minimum Yardage per Roll: not less than 50 yards
✓			11. Maximum Yardage per Roll: not to exceed 70 yards
NOTES/COMMENTS:			

D. TECHNICAL SPECIFICATIONS: RIB-KNIT MATERIAL

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. 50% Polyester / 40% Cotton / 10% black thread polyester.
✓			2. Color: Heather 2%

✓			3. Every roll needs to be continuous in color without splicing, to ensure color uniformity.
✓			4. Width: 30" tubular
✓			5. 1 x 1 knit
✓			6. 7.5 ounce per square yard with a tolerance of plus or minus 5%
✓			7. 19 wale per inch with a tolerance of plus or minus 5%
✓			8. 32 course per inch with a tolerance of plus or minus 5%
✓			9. Yarn size: 20/1
✓			10. Shrinkage: 2% maximum
✓			11. First quality fabric only. No seconds or overruns.
✓			12. Rolled Around 2-3" inner diameter Non-Crush Cores
✓			13. Minimum Yardage per Roll: not less than 45 yards
✓			14. Maximum Yardage per Roll: not to exceed 60 yards
NOTES/COMMENTS:			

E. TECHNICAL SPECIFICATIONS: JERSEY-KNIT MATERIAL

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. 50%Polyester / 50% cotton
✓			2. Color: Pantone color guide white (UX)
✓			3. 5.5 oz. per square yard with a tolerance of plus or minus 5% bleached white
✓			4. Shrinkage not to exceed 5% in length or width after fifth cycle
✓			5. Bleached white tubular
✓			6. Finish Shrink Cured
✓			7. Construction 22 Cut
✓			8. 30 wales
✓			9. 32 courses
✓			10. Width: 60"
✓			11. Rolled Around 2-3" inner diameter Non-Crush Cores
✓			12. Minimum Yardage per Roll: not less than 80 yards
✓			13. Maximum Yardage per Roll: not to exceed 100 yards
NOTES/COMMENTS:			

F. TECHNICAL SPECIFICATIONS: SHOLDER TAPE (WHITE)

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Color: White
✓			2. Weight: 5.5 oz. per square yard with a tolerance of plus or minus 5%
✓			3. Shrinkage: 5%x5% max
✓			4. Fabric to be cut in 7/8" strips, put up on 8-10' rolls, all rolls to be marked with running yards
✓			5. Tape material should be manufactured in United States and must not be a Gray Market Product. See Section II.T. Prohibited Products
NOTES/COMMENTS:			

G. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Contractor shall not impose minimum order requirements.
✓			a. Fleece (gray): 15,000 yards
✓			b. Rib Knit: 7,588 yards
✓			c. Jersey Knit, (white): 130,000 yards
✓			d. Shoulder tape (white): 36,000 yards
NOTES/COMMENTS:			

H. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Delivery shall be within 45 calendar days after receipt of order(s).
✓			2. If deliveries fall outside of the 45-day expectation, the vendor must communicate weekly with updates and status changes until delivery is received at the CSI Warehouse.
✓			3. If a delivery is expected to exceed a maximum of 60 days after receipt of an order, that order may be cancelled upon request of the State at no cost to the State.

NOTES/COMMENTS:

I. DELIVERY LOCATIONS / INSTRUCTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Deliveries shall be made between 8:00 A.M. and 3:00 P.M. Monday through Friday, excluding State and Federal Holidays https://das.nebraska.gov/personnel/holiday.html
✓			2. Deliveries shall be made to: Cornhusker State Industries 800 Pioneers Blvd Lincoln, NE 68502
✓			3. Vendor's delivery personnel shall abide by all using agency and facility delivery location requirements, including driver and/or delivery personnel carrying proper identification upon their person. Delivery personnel shall comply with all NDCS rules and regulations related to delivery security. Contraband shall not be introduced into any state facility; such items include but are not limited to firearms, ammunition, drugs, tobacco, alcohol, etc. Vehicles, drivers and other delivery personnel may be subject to search upon entering and exiting facility grounds.

NOTES/COMMENTS:

J. PACKAGING

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. All rolls shall be clearly marked with the following information: a. Roll number, b. Roll lot number, c. Size, d. Weight of the roll, e. Color, f. Quantity in Yards, g. Purchase order number, and h. Description
✓			2. All Rolls shall come in a protective covering. Covering shall be on individual rolls and/or the pallet that it is shipped on.
✓			3. All items shall be palletized for forklift and/or pallet jack offloading and onloading.
✓			4. Packaging must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.
✓			5. Must be palletized using cardboard Roll cradles or equivalent.
✓			6. Must include a packing list attached to each pallet which includes the following: a. List of Roll number(s), b. Roll lot number, c. Quantity in Yards, d. Purchase order number
NOTES/COMMENTS:			

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.


Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	ATLANTIC TEXTILES
ADDRESS:	PO BOX 64747 SOUTHERTON, PA 18964
PHONE:	215-721-3888
EMAIL:	ATLANTICTEXTILES@COMCAST.NET
BIDDER NAME & TITLE:	SCOTT VINIKOR - V.P.
SIGNATURE:	
DATE:	12-23-25

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)

NAME:	
TITLE:	
PHONE:	
EMAIL:	

ATTACHMENT A
Invitation to Bid (ITB) 123838 OR
Fleece, Rib Knit, Jersey Knit, and Shoulder Tape
Cost Sheet

VENDOR BIDDING: ___Atlantic

Textiles _____

LINE #	DESCRIPTION	ANNUAL ESTIMATED USAGE	UOM	UNIT PRICE	MANUFACTURER	MODEL/ PRODUCT LINE NAME	IF BIDDING ALTERNATIVE OR EQUIVALENT ITEM, STATE MANUFACTURER/PRODUCT LINE
EVALUATED CORE ITEMS							
1	7.5 oz Fleece Gray	15000	YD	2.72	Alco	Fleece	
2	7.5 oz Rib Knit Gray	7588	YD	2.41	Alco	Rib	
3	5.5 oz Jersey Knit White	130000	YD	1.95	Alco	Jersey	
4	5.5 oz Shoulder Tape White	36000	YD	0.05	Alco	Shoulder	
NON-CORE DISCOUNT FROM LIST PRICE Non-Evaluated Items Identified as Catalog/Non-Core Items are to be represented by a Catalog or Current Manufacturer's Price List(s) containing Items not called out as Core Items on this Document. A link to the Catalog or Current Manufacturer's Offerings, including Price list(s) should accompany each submitted bid, or be available upon request. Website links are acceptable.							
LINE #	DESCRIPTION	State % of Discount Off Price List/Catalog		Catalog Name or Website Link			
5	Additional textile-related items available from the Vendor not listed as part of the Core List	_____ 0 _____ %					