

EO. 84295

C-11-0467

RECEIVED

AUG 11 2011

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**ANNUAL SUPPLY
OF
AMMUNITION
BID NO. 11-155**

*Items
6, 9 & 10*

**Ray O'Herron Co. Inc.
3549 N. Vermilion St.
PO Box 1070
Danville, IL 61834
217.442.0860 x114**

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

THIS CONTRACT, made and entered into this _____ day of _____ 2011, by and between **Ray O'Herron Co., Inc., 3549 N. Vermilion St., PO Box 1070, Danville, IL 61834**, 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:

For providing **Annual Supply of Ammunition, Bid No. 11-155** _____ 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 6, 9, and 10 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:

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. Owners shall order on an as needed basis for the duration of the contract.

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.

8. Contract Term. This Contract shall be effective upon execution by all parties. 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. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Accepted Proposal/Response
 3. Contract Agreement
 4. Addendum 1
 5. Special Provisions
 6. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jan E. Ross
City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor [Signature]

Approved by Executive No. 084295

dated 8-8-11

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

[Signature]
Lancaster County Attorney

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
dated 8/16/11

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Debbie K. Okerlund (SEAL)
Secretary

**OFFICIAL SEAL
DEBBIE K. OKERLUND
NOTARY PUBLIC - STATE OF IL
MY COMMISSION EXPIRES
DECEMBER 11, 2011**

Ray O'Herron Co., Inc.
Name of Corporation

P.O. Box 1070, Danville, IL 61834-1070
(Address)

By: Ray O'Herron
Duly Authorized Official

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/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon R. Mulder Assistant Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Police Dept. 575 S. 10th St. Lincoln, NE 68508
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Assistant Purchasing Agent Purchasing	Contact	Michele Selvage
Phone	(402) 441-7410	Department		Department	
Fax	(402) 441-6513	Building		Building	
Bid Number	11-155 Addendum 1	Floor/Room	Suite 200	Floor/Room	
Title	Ammunition	Telephone	(402) 441-7428	Telephone	
Bid Type	Bid	Fax	(402) 441-6513	Fax	
Issue Date	06/22/2011	Email	smulder@lincoln.ne.gov	Email	
Close Date	7/6/2011 12:00:00 PM CST				
Need by Date					

Supplier Information

Company Ray O'Herron Co., Inc.
 Address 3549 N. Vermilion St.
 P.O. Box 1070
 Danville, IL 61834-1070
 Contact
 Department
 Building
 Floor/Room
 Telephone 217 (442) 0860 114
 Fax 217 (443) 3808
 Email
 Submitted 6/30/2011 3:08:57 PM CST
 Total \$12,968,750.00

Signature _____

Supplier Notes

Priced per 1000 rounds
per instructed by Sharon Mulder.

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Contact	Name of person submitting this bid:	Ray O'Herron
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Renewal is an Option	Contract Extension Renewal is an option.	Yes
5	Term Contract Provisions	I acknowledge reading and understanding the Term Contract Provisions.	Yes
6	Terms	I acknowledge reading and understanding that the Term of the contract issued will be for one (1) year from date of contract execution with the option to renew for three (3) additional one (1) year terms upon mutual agreement.	Yes
7	Electronic Signature	Please check here for your electronic signature.	Yes
8	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	15,000	EA	9MM Practice, Remington Brand Mc, 124 grain, FMJ Manufacturer: Remington Item Notes: Substitutions allowed with LPD approval, however; alternate munitions must be 124 grain, FMJ, full power and be new ammo. <i>Manufacturer and Make/Model MUST be included in the Vendor/Supplier notes!<i> Supplier Notes: Winchester USA9MM Price per 1000 rounds	\$279.95
2	2,000	EA	SWAT Shotgun Rifled Slugs - Duty Newly manufactured, full power 12 gauge one ounce rifled slug, 2-3/4" shotgun ammunition. Manufacturer: Only WINCHESTER or REMINGTON will be accepted. Item Notes: <i>The Manufacturer & Make/Model MUST be included in the Vendor/Supplier Notes. Supplier Notes: Winchester X12RS15 Price per 1000 rounds	\$720.00
3	3,000	EA	12 Gauge Shotgun AA Trap Loads Manufacturer: Winchester Wester or Equivalent Item Notes: <i>The Manufacturer and Make/Model MUST be included in the Vendor/Supplier Notes. Supplier Notes: Winchester AA127 Price per 1000 rounds	\$359.00
4	40,000	EA	.223 Caliber Rifle Duty Ammo - LPD, Federal Tactical Bonded, Newly manufactured full power Item Notes: .223 caliber rifle ammo, must contain a 55 grain, Bonded Soft Point. <i>NO SUBSTITUTIONS ALLOWED. Supplier Notes:	No Bid
5	1,000	EA	B-27 E Target, Official NRA Police Qualification and Combat Target (23" x 35") Must be on 200# cardboard. Item Notes: <i>The Manufacturer and Make/Model MUST be included in the Vendor/Supplier Notes. Supplier Notes: Not available	No Bid
6	1,000	EA	B-27 C 12-1/2" x 18-1/2" Repair Center for NRA B27E Target Item Notes: <i>The Manufacturer and Make/Model MUST be included in the Vendor/Supplier Notes. Supplier Notes: National Target B-27C Price per 100	\$13.50

7	3,000	EA	Shotgun Reduced Recoil Loads-Duty Sheriff, Newly Manufactured, 12 gauge 2-3/4", reduced recoil Remington, 8 Pellet, 00 Buckshot, RR 12BK8-00	\$579.00
Manufacturer: Remington Manufacturer #: RR 12BK8-00				
Item Notes: <i>The Manufacturer and Make/Model MUST be included in the Vendor/Supplier Notes.				
Supplier Notes: Winchester RA12005 Price per 1000 rounds				
8	3,000	EA	Shotgun Reduced Recoil Loads - Sheriff, Newly Manufactured, 12 gauge, 2-3/4" reduced recoil Winchester, 8 Pellet, 00 Buckshot	\$579.00
Manufacturer: Winchester				
Item Notes: <i>NO SUBSTITUTIONS.				
Supplier Notes: Winchester RA12005 Price per 1000 rounds				
9	3,000	EA	Shotgun Reduced Recoil Loads - Duty Sheriff, Newly Manufactured, 12 gauge, 2-3/4" reduced recoil Winchester, 9 Pellet, 00 Buckshot, RA 1200	\$529.00
Manufacturer: Winchester Manufacturer #: RA 1200				
Item Notes: <i>NO SUBSTITUTIONS.				
Supplier Notes: Winchester RA1200 Price per 1000 rounds				
10	2,000	EA	Shotgun Reduced Recoil Loads -SWAT Sheriff, Newly Manufactured, 12 gauge, 2-3/4" reduced recoil Winchester, 1 ounce rifled slug	\$589.00
Manufacturer: Winchester				
Item Notes: <i>NO SUBSTITUTIONS.				
Supplier Notes: Winchester RA12RS15 Price per 1000 rounds				
11	1,000	EA	Federal Tactical .308 WIN 165 grain, Tactical Load LE308TI	No Bid
Manufacturer #: LE308TI				
Item Notes: <i>NO SUBSTITUTIONS.				
Supplier Notes: Not available				
12	1,000	EA	Cardboard UTC Front Targets, 8-1/2" x 11" and 4" x 6" for thoracic cavity	No Bid
Item Notes:				
Supplier Notes: Not available				

13 500 EA Cardboard UTC 3D Targets

~~No Bid~~

Item Notes:

Supplier Notes: Not available

14 1,000 EA Cardboard Targets Multiple Threats

~~No Bid~~

Item Notes: *Provide list of available threats and pricing for each threat target in the Supplier/Vendor Notes.*

Supplier Notes: Not available

Response Total: \$12,968,750.00

**Addendum #1
For
Ammunition
Bid No. 11-155**

Addenda are instruments issued by the City 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.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. The terms of the contract is for one (1) year from date of execution with an option to renew for additional three (3) additional one (1) year terms upon mutual agreement.

All other terms and conditions shall remain unchanged.

Dated this 22st day of June, 2011.

Sharon Mulder
Asst. Purchasing Agent