

14120034

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**Annual Supply  
of  
Winchester Ammunition  
Bid Number 14-267**

**Ray O'Herron Co., Inc.  
3549 N. Vermillion St.  
P.O. Box 1070  
Danville, IL 61834-1070  
217-442-0860**

**CITY OF LINCOLN  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Ray O'Herron Co., Inc. 3549 N. Vermillion St., P.O. Box 1070, Danville, IL 61834-1070, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City 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:

**Annual Supply of Winchester Ammunition, Bid No. 14-267**

and,

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

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

**Agreement to full proposal**

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

**The City 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 City shall order on an as needed basis for the duration of the contract. The estimated cost of products or services for City departments shall not exceed \$59,000.00 during the contract term without approval.**

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 City 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 City 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 City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option for two (2) additional one (1) year renewals upon written consent by all parties.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Supplier Response
  3. Addendum No. 1
  4. Specifications
  5. Instructions to Bidders
  6. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

The Contractor and the City 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 City do hereby execute this contract.

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

ATTEST:

Teresa J. Meints  
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]  
Mayor

**Approved by:**

Approved by Executive No. 87837

dated 12-30-14

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Gray O'Herron (SEAL)  
Secretary

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

3549 N. Vermillion St. PO Box 1070 Danville, IL 61834-1070  
(Address)

By: [Signature]  
Duly Authorized Official

President of Operations  
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	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Police Dept. 575 S. 10th St. Lincoln, NE 68508
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact	
Phone	1 (402) 441-8309			Department	
Fax	1 (402) 441-6513			Building	
Bid Number	14-267 Addendum 1	Department		Floor/Room	
Title	Annual Supply of Winchester Ammunition	Building	Suite 200	Telephone	
Bid Type	Bid	Floor/Room		Fax	
Issue Date	10/29/2014	Telephone	1 (402) 441-8309	Email	
Close Date	11/12/2014 12:00:00 PM CT	Fax	1 (402) 441-6513		
Need by Date		Email	rwalla@lincoln.ne.gov		

## Supplier Information

Company Ray O'Herron Co., Inc.  
 Address 3549 N. Vermillion 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 11/10/2014 12:49:07 PM CT  
 Total \$58,511.00

Signature Shellie Donoho

Email sdonoho@oherron.com

## Supplier Notes

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## Bid Notes

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## Bid Activities

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## Bid Messages

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Please review the following and respond where necessary

#	Name	Note	Response
1	Electronic Signature	Please check here for your electronic signature.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Contact	Name of person submitting this bid:	Shellie Donoho
4	Delivery	State number of delivery days ARO for each type of bullet based on current production and inventory. FOB to the City/County at the location specified with all transportation charges paid.	Q4238 60 to 120 Days. Q4170 30 to 90 Days. RA45B 60-120 Days. RA40B 120 to 180 Days. X12RS15 30 Days. RA45T 60 to 180 Days. RA40T 90 to 150 Days.
5	Contact	Name of person submitting this bid:	Shellie Donoho
6	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
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.  If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
10	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Yes
11	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
12	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: Two additional Line Items have been added. These Line Items are for T Series Duty ammo. These are alternate items and will be compared to the pricing for the Bonded Duty rounds.	Yes

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**Line Items**

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#	Qty	UOM	Description	Response
1	80	M	Winchester.40 Caliber Practice Ammunition 40 S&W 180gr FMJ ONLY PRICE PER THOUSAND	\$248.60

Manufacturer: Q4238

Item Notes: Vendor shall provide .40 caliber handgun ammunition on an as-needed basis to the Lincoln Police Department.  
No substitution in brand - Winchester Only.  
Ammunition will be used as practice rounds.  
ONLY NEW AMMO MAY BE BID  
Price must include delivery to location listed above.  
Orders will be placed in various quantities as needed in per thousand quantities.  
No specific order quantities are guaranteed from the City during the term of the contract.

Supplier Notes:

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2	100	M	Winchester.45 Caliber Practice Ammunition 45 Auto 230gr FMJ ONLY PRICE PER THOUSAND	\$301.20
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Manufacturer: Q4170

Item Notes: Vendor shall provide .45 caliber handgun ammunition on an as-needed basis to the Lincoln Police Department.  
No substitution in brand - Winchester Only.  
Ammunition will be used as practice rounds.  
ONLY NEW AMMO MAY BE BID  
Price must include delivery to location listed above.  
Orders will be placed in per thousand quantities as needed.  
No specific order quantities are guaranteed from the City during the term of the contract.

Supplier Notes:

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3	5	M	Winchester.45 Caliber Duty Ammunition 45 Auto 230gr Ranger Bonded ONLY PRICE PER THOUSAND	\$472.20
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Manufacturer: RA45B

Item Notes: Vendor shall provide .45 caliber handgun ammunition on an as-needed basis to the Lincoln Police Department.  
No substitution in brand - Winchester Only.  
Ammunition will be used in the field of duty.  
Newly Manufactured.  
Price must include delivery to location listed above.  
Orders will be placed in per thousand quantities as needed.  
No specific order quantities are guaranteed from the City during the term of the contract.

Supplier Notes:

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4	5	M	Winchester.40 Caliber Duty Ammunition 40 S&W 180gr Ranger Bonded ONLY PRICE PER THOUSAND	\$379.00
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Manufacturer: FA40B

Item Notes: Vendor shall provide .40 caliber handgun ammunition on an as-needed basis to the Lincoln Police Department.  
No substitution in brand - Winchester Only.  
Ammunition will be used in the field of duty.  
Newly manufactured.  
Price must include delivery to location listed above.  
Orders will be placed in per thousand quantities as needed.  
No specific order quantities are guaranteed from the City during the term of the contract.

Supplier Notes:

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5	1	M	Winchester SWAT Shotgun Rifled Slugs - Duty Ammunition 1oz. - 2 3/4" ONLY PRICE PER THOUSAND	\$492.00
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Manufacturer: X12RS15

Item Notes: Vendor shall provide 2.75" - 1oz. rifled shotgun slug on an as-needed basis to the Lincoln Police Department.  
No substitution in brand - Winchester Only.  
Ammunition will be used in the field of duty.  
Newly Manufactured Only  
Price must include delivery to location listed above.  
Orders will be placed in various quantities as needed.  
No specific order quantities are guaranteed from the City during the contract term.

Supplier Notes:

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6	5	M	Winchester.45 Caliber Duty Ammunition 45 Auto 230gr Ranger T Series ONLY PRICE PER THOUSAND ALTERNATE ITEM - WILL BE COMPARED TO BONDED PRICING.	\$427.00
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Manufacturer: RA45T

Item Notes: Vendor shall provide .45 caliber handgun ammunition on an as-needed basis to the Lincoln Police Department.  
No substitution in brand - Winchester Only.  
Ammunition will be used in the field of duty.  
Newly Manufactured.  
Price must include delivery to location listed above.  
Orders will be placed in per thousand quantities as needed.  
No specific order quantities are guaranteed from the City during the term of the contract.

Supplier Notes:

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7	5	M	Winchester .40 Caliber Duty Ammunition 40 S&W 180gr Ranger T Series ONLY PRICE PER THOUSAND ALTERNATE ITEM - TO BE COMPARED TO BONDED PRICING	\$324.00
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Manufacturer: FA40T

Item Notes: Vendor shall provide .40 caliber handgun ammunition on an as-needed basis to the Lincoln Police Department.  
No substitution in brand - Winchester Only.  
Ammunition will be used in the field of duty.  
Newly manufactured.  
Price must include delivery to location listed above.  
Orders will be placed in per thousand quantities as needed.  
No specific order quantities are guaranteed from the City during the term of the contract.

Supplier Notes:

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Response Total:	\$58,511.00
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**SPECIFICATIONS  
ANNUAL SUPPLY OF WINCHESTER AMMUNITION**

**1. SUPPLEMENTAL INSTRUCTIONS**

- 1.1 The City of Lincoln (hereinafter referred to as City) is requesting bids to purchase Winchester ammunition .
  - 1.1.1 Pricing shall include the supply and delivery of the products being bid.
  - 1.1.2 The estimated purchase quantities for each type of ammo to be purchased by the City is listed in the Line Item section of the ebid.
- 1.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or fax: (402) 441-6513.
  - 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 City staff throughout the bid process.
    - 1.3.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.4 Prices submitted must include delivery, FOB destination, to:
  - City of Lincoln Police Department
  - Michele Selvage
  - 575 So. 10th Street
  - Lincoln, Ne 68508
- 1.7 The brand of the ammunition being requested is Winchester.
  - 1.7.1 **Only Winchester ammunition may be bid.**
- 1.8 The City wishes to enter into a one (1) year contract with the option for two (2) additional one (1) year renewals, upon written consent by all parties , with the awarded Vendor.
  - 1.8.1 Vendors must keep pricing at the bid price for a minimum of 6 months from date of contract execution.
  - 1.8.2 Any price increase during the term of the contract must be pre-approved by the City.

**2. PRODUCT SPECIFICATIONS**

- 2.1 The City is requesting five (5) types of Winchester ammunition as shown in the Line Items of the ebid.
- 2.2 All ammunition being bid must be newly manufactured.
- 2.3 All ammunition must be priced per thousand and price must include delivery, FOB destination.
- 2.4 The City is interested in doing business with a company that can expedite orders on an initial request and throughout the term of the contract.
  - 2.4.1 Vendor must indicate the number of days for delivery of each type of ammo in the Attribute section of the ebid response.
  - 2.4.2 Vendor may suggest buying strategies or order quantities to the department which would expedite the delivery process.

**3. EVALUATION AND AWARD INFORMATION**

- 3.1 Bid will be awarded based on:
  - 3.1.1 The lowest, responsible, responsive, bid for the equipment indicated in the Line Item.
  - 3.1.2 Previous and/or current contract performance.
  - 3.1.3 Compliance with requirements as outlined in these specifications.
  - 3.1.4 Length of time to deliver materials.