

# State of Nebraska - INVITATION TO BID CONTRACT

**Return to:**  
 State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, Nebraska 68508  
 OR  
 P.O. Box 94847  
 Lincoln, NE 68509-4847  
 Telephone: 402-471-6500  
 Fax: 402-471-2089

<b>Date</b>	5/8/14	<b>Page</b>	1 of 4
<b>Solicitation Number</b>	4702 OF		
<b>Opening Date and Time</b>	05/23/14	2:00 pm	
<b>Buyer</b>	ANNETTE WALTON (AS)		

## DESTINATION OF GOODS

NEBRASKA STATE PATROL  
 PO BOX 94907  
 LINCOLN NE 68509-4907

\_\_\_\_\_ 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.

Contract to supply and deliver CTS Less Lethal Tactical Devices to the State of Nebraska as per the attached specifications for a three (3) year period from date of award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. 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.

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 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.

The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

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: <[http://das.nebraska.gov/lb403/attestation\\_form.pdf](http://das.nebraska.gov/lb403/attestation_form.pdf)>
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.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

No Bid Respond: ( ) Remove From Class-Item OR ( ) Keep Active For Class-Item

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: \_\_\_\_\_ % \_\_\_\_\_ DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within \_\_\_\_\_ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

**Sign**

Enter Contact Information Below

**Here** \_\_\_\_\_ (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

**VENDOR#** \_\_\_\_\_

**Contact** \_\_\_\_\_

**VENDOR:** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Facsimile** \_\_\_\_\_

**Email** \_\_\_\_\_

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1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Invitation to Bid form and the Contractor' s bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

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 one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor' s bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once Invitations to Bid are opened they become the property of the State of Nebraska and will not be returned.

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 III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response.

State Statute 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has checked " yes" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within 10 business days of request:

- a. Documentation from the United States Armed Forces confirming service,
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a)

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of this subsection.

Failure to submit the requested documentation within 10 business days of notice will disqualify the bidder from consideration of the preference.

(bl 05/01/14)

**A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!**

**IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE.**

<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

Bid Tabulations are available on the internet at <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted.

## INVITATION

Line	Description
1	LAW ENFORCEMENT SUPPLIES

**SEE ATTACHED BID SHEET**

## 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/>

**STATE OF NEBRASKA  
STATE PURCHASING BUREAU**

**SCHEDULE OF EVENTS**

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	<b>ACTIVITY</b>	<b>DATE/TIME</b>
1	Release Invitation to Bid	May 8, 2014
2	Last Day to Submit Written Questions	May 16, 2014
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	May 19, 2014
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	May 23, 2014 2:00 p.m. Central Time

**WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Invitation to Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 4702 OF; CTS Less Lethal Tactical Devices". It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Annette Walton, showing the total number of pages transmitted, and clearly marked "ITB Number 4702 OF; CTS Less Lethal Tactical Devices".

**Written answers will be provided through an addendum to be posted on the internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.**

**STATE OF NEBRASKA:  
State Patrol  
Commodity Contract**

**Combined Tactical Systems Inc. (CTS) Less Lethal Tactical Devices  
Specifications  
4702 OF**

**SCOPE**

It is the intent of this Invitation to Bid to establish a contract to purchase CTS Less Lethal Tactical Devices per the attached specifications from date of award for a period of three years with the option to renew for an additional two (2) one-year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.

All items bid shall be of the latest manufacture in production as of the date of the Invitation to Bid and be of proven performance and under standard design, complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the CTS Less Lethal Tactical Devices whether or not they may be specifically mentioned below.

**The unit(s) bid must be the brand as specified in the Invitation to Bid. The State of Nebraska will not be accepting an alternative to the brand specified.**

Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL items proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the bidder will be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

**NON-COMPLIANCE STATEMENT**

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your bid.

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 AS Materiel Purchasing [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov) by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).

**RIGHTS**

The State reserves the right to waive technicalities; 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 bidder's competitive position. This contract may be awarded item-by-item, group of items, or total, to best serve the interest of the State of Nebraska. The State of Nebraska will be the sole judge of equivalence and any decision will be final. All awards will be made in a manner deemed in the best interest of the State.

**SECRETARY OF STATE**

Contract or purchase order awards may be limited to bidders authorized to transact business in the State of Nebraska. All awarded bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the expected recipient of an award recommendation will be required to certify that it has so complied and produce a true and exact copy of its current (dated within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract or purchase order. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. In order to expedite the award process, bidders are encouraged to submit their valid Certificate of Good Standing or Letter of Good Standing with their bid.

**AWARD**

All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provision 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 bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**AMENDMENT**

This Contract may be amended at any time in writing upon the agreement of both parties.

**ASSIGNMENT OF CONTRACT**

The vendor will not assign, transfer or sub-contract any portion of this contract without the prior written consent of the State of Nebraska.

**BREACH OF CONTRACT**

If the Contractor breaches this Contract, the State of Nebraska may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. The State of Nebraska shall pay the Contractor only for such performance as has been properly completed and is of use to the State of Nebraska. The State of Nebraska may, at its discretion, contract for provision of the goods or services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

**TERMINATION**

The contract may be terminated at any time upon the mutual consent of the parties, or by the State of Nebraska, with or without cause and/or consent upon thirty (30) days written notice.

## **TAXES**

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

## **CORE and CATALOG**

### **CORE and NON-CORE LISTS**

The State of Nebraska intends to enter into a Contract(s) for CTS Less Lethal Tactical Devices for state agencies and/or facilities. The contract(s) will be for a list of common use items identified as a Core List and additional items identified as a Non-Core List. Non-Core List items shall be represented by a catalog or current manufacturer price list(s) containing additional CTS Less Lethal Tactical Devices not called out in the Core List, as shown in Attachment A.

The Core List shall contain the most repetitively purchased CTS Less Lethal Tactical Devices and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The Core List shall be subject to a greater discount than the Non-Core item list. The State will not accept substitutions on the products listed on the Core List.

The Core List identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the Core Item list based on usage.

Non-Core List items are defined as those additional items available from the vendor not listed as part of the Core List. Prices for Non-Core List items shall be determined by applying the quoted discount for the item(s)/category to the manufacturer's current catalog or manufacturer price list(s). The discount percentage for the Non-Core List items shall remain firm for the duration of the contract period.

### **All items not included on the Core List shall be considered Non-Core List.**

At the request of the State Purchasing Bureau, the vendor can block availability on certain non-core items as identified by State Purchasing Bureau.

#### **1. PRICE**

Core List prices quoted shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Core List pricing is to remain firm for the initial 90 calendar days of the contract. Any request for increase must be submitted in writing to the State Purchasing Bureau a minimum of thirty (30) days prior to proposed effective date of increase and be accompanied by any/all supporting documentation such as a notification letter from the manufacturer indicating the percentage of increase, invoices showing the increased amount is actually being charged to the vendor, etc. The supporting information must clearly establish the increase is for all customers, not just to the State of Nebraska alone. Failure to supply any requested supporting documentation may be grounds to cancel the contract.

Non-Core List purchases shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Discount bid off of manufacturer's suggested list price shall remain fixed for the duration of the contract. During the life of the contract, there may be new manufacturer's list price schedules published. In the event this occurs, it will be necessary for the contractor to supply the State Purchasing Bureau and any requesting agencies with one (1) copy of each as applicable. New catalog and/or price list(s) will be incorporated into the contract thirty (30) days after receipt by the State Purchasing Bureau.

Discounts for Non-Core List items shall be applied to products as presented in vendor price list

Prices quoted for products on the Core and Non-Core lists shall be inclusive of all costs, to include but not limited to storage, processing and/or delivery throughout the State of Nebraska. Vendor cannot impose any additional service fees. Vendor shall inform the State Purchasing Bureau in the event of any unanticipated or overlooked contingency affecting pricing or contract performance.

NO price increases are to be billed to the State facilities without prior written approval by the State Purchasing Bureau.

The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined in the best interest of the State.

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 full benefit of such decline in price immediately, including any promotional allowances offered to the balance of the trade during the contract period.

## **2. CORE LIST PRICING**

Any quantities stated are estimated annual quantities and shall not be construed to be either a minimum or a maximum. The State will not accept substitutions. A manufacturer's model/number has been provided for each item. All bid units should match exactly. NOTE: If vendor fails to provide a price on any items, those items for that vendor will be adjusted to the highest quoted price for those items. Bidder must complete Attachment A 4702 OF, Core and Non-Core List. Please pay special attention to the unit of measure.

## **3. NON-CORE LIST PRICING**

Prices for Non-Core List items shall be determined by applying the quoted discount for the item to the manufacturer's current catalog or price list. The percentage discount for the items shall remain firm for the duration of the contract period. Bidder must clearly state the date of the catalog or price list used and provide a copy of the catalog to the State Purchasing Bureau with the initial bid, and upon future request.

The pricing structure, consisting of all pricing formulas and pertinent information, for all non-core items must be clearly defined and documented for future auditing purposes.

The percentage discount rate for Non-Core List items or categories will not decrease during the life of the contract.

A firm percentage rate must be quoted--a range of percentages will not be considered.

Furniture is not to be made available for purchase by state agencies without approval from the State Purchasing Bureau and must be blocked in vendor's order system.

## **4. PRICE LISTS AND CATALOGS**

After award of the contract(s), the vendor(s) shall supply additional copies of the current catalog or price list used for this Invitation to Bid for distribution to any requesting state agency at no charge, within ten (10) days of request. Additional catalogs and/or price lists may be required and shall be provided without charge. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request without charge.

## **5. USAGE REPORTS**

Usage reports may be requested by the State Purchasing Bureau. The reporting period may be determined (monthly, quarterly, etc.) based on need.

1. Fill rate information for core and non-core items, statewide and by agency to include the number of orders received, orders processed, back orders, and partially filled orders.
2. Usage reports by agency and statewide indicating the numbers of each core item and non-core item sold.
3. Any additional report the State Purchasing Bureau may deem necessary.

## **6. SUBSTITUTION**

Vendor will not substitute any Core List item that has been awarded without prior approval of State Purchasing Bureau.

## **QUALITY**

Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this Invitation to Bid. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason and for the duration of the contract with no additional charges for shipping or restocking.

## **AUTHORIZED DEALER AND WARRANTY**

To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the State Purchasing Bureau within three (3) calendar days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.

## **WARRANTY**

Contractor must warrant the average life expectancy supplies hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the contractor. Defective parts or those damaged in shipment must be replaced by the contractor at no charge to the State of Nebraska. The manufacturer's standard warranty shall apply and be in effect for at least one year from the date the equipment was placed in service.

## **SUBSTITUTIONS**

Vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau.

## **ANNUAL USAGE**

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. Vendor shall not impose minimum order requirements.

## **ORDERS**

Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.

## **DELIVERY**

Delivery desired within 45 days after receipt of order. Daily deliveries except Saturdays, Sundays and holidays from 9:00 AM to 4:00 PM.

Deliveries are to be shipped to the delivery address stated on the purchase order. Current Nebraska State Patrol addresses are:

Nebraska State Patrol  
Supply Division  
3920 West Kearney Street  
Lincoln, Nebraska 68524

Nebraska State Patrol  
Troop A  
4411 South 108<sup>th</sup> Street  
Omaha, Nebraska 68137

Nebraska State Patrol  
Troop B  
1401 West Eisenhower Avenue  
Norfolk, Nebraska 68701

Nebraska State Patrol  
Troop C  
3431 West Old Potash Highway  
Grand Island, Nebraska 68801

Nebraska State Patrol  
Training Academy  
3600 North Academy Road  
Grand Island, Nebraska 68801

Nebraska State Patrol  
Troop D  
300 West South River Road  
North Platte, Nebraska 69101

Nebraska State Patrol  
Troop E  
4500 Avenue I  
Scottsbluff, Nebraska 69361

Nebraska State Patrol  
Troop H  
4130 Northwest 37<sup>th</sup> Street  
Lincoln, Nebraska 68524

**PACKAGING**

Cartons are to be clearly marked with size, weight, color, quantity, and the purchase order number. Cartons must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.

**PAYMENT**

Payment will be made in conjunction with the State of Nebraska Prompt Payment Act §81-2401 through 2408. Payment shall be within 45 days of receipt of service or invoice, whichever is received later. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

**REFERENCES**

The State of Nebraska reserves the right to check any reference(s) regardless of 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 contracts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects.

List the name, addresses, and the telephone numbers of three companies/businesses that we may contact who are currently using the same equipment being bid for the same application.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**CUSTOMER SERVICE**

The vendor shall list the name and phone number of the customer service representative who will be assigned to service the State of Nebraska’s account:

Customer Service Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**POLITICAL SUB-DIVISIONS**

Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties.

**ACCEPTABLE BRANDS**

**Products bid must be the brand AND model numbers as specified on each line of the Bid Document. The State of Nebraska will not be accepting alternatives to the brands specified Combined Tactical Systems (CTS) Equipment** bid shall be the latest current models in production as of the date of the Invitation to Bid and be of proven performance and under standard design, complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features, whether or not they may be specifically mentioned below. Used, demonstrator, prototype, or discontinued equipment is not acceptable. Complete specifications, manufacturer’s descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL equipment proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer’s descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. Combined Tactical Systems Equipment bid must meet or exceed the following requirements.

**CTS Less Lethal Tactical Devices  
Bidder Instructions  
4702 OF**

**BIDDER INSTRUCTIONS**

***Bidder must respond to each of the following statements.*** Specifications listed are minimum 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 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 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.

YES	NO	NO & PROVIDE ALTERNATIVE	<p><b>1. SECRETARY OF STATE REGISTRATION REQUIREMENTS</b></p> <p>*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.</p>
			<p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p>
			<p>B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p>
			<p>C. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State <b>is provided</b> within bid submission documents.</p>
			<p>D. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State <b>will be provided</b> in a timely manner upon request prior to award.</p>
<p><b>NOTES/COMMENTS:</b></p>			

YES	NO	NO & PROVIDE ALTERNATIVE	2. BID COMPLIANCE
<b>Description: Specifications have been read and fully understood. Any exceptions have been written on the bid or attached.</b>			
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	3. SEE ATTACHED BID SHEET
<b>Items 1-51 on attached bid sheet.</b>			
<b>NOTES/COMMENTS:</b>			

## Bid Sheet for Combined Tactical Systems Inc. (CTS) Less Lethal Tactical Devices

Line	Est. Annual Usage	Unit of Measure	CTS Less Lethal Tactical Devices		Unit Price
			CORE ITEM PART NUMBERS -	DESCRIPTION	
1	152	EA	CTS PART NUMBER 3555	37mm Foam Baton Black Powder for crowd dispersal	
2	80	EA	CTS PART NUMBER 3559	37mm Stinger 60 Cal. Black Powder Rubber Ball	
3	140	EA	CTS PART NUMBER 3556	Stinger 32 Cal Black Powder Rubber Ball Round	
4	70	EA	CTS PART NUMBER 3440	37MM Muzzle Blast Black Powder OC	
5	70	EA	CTS PART NUMBER 3430	37mm Muzzle Blast Black Powder CS	
6	40	EA	CTS PART NUMBER 3400	37mm Muzzle Blast Practice	
7	120	EA	CTS PART NUMBER 3215	37mm Skat Shell Black Powder SAF-Smoke	
8	60	EA	CTS PART NUMBER 3235	37mm Skat Shell Black Powder CS	
9	50	EA	CTS PART NUMBER 4230	40mm Speed Heat-LR Rounds Black Powder CS	
10	50	EA	CTS PART NUMBER 4210	40mm Speed Heat –LR Rounds Black Powder SAF-Smoke	
11	50	EA	CTS PART NUMBER 4233	40mm Skat Shell Black Powder CS	
12	50	EA	CTS PART NUMBER 4213	40mm Skat Shell Black Powder SAF Smoke	
13	50	EA	CTS PART NUMBER 4640	40mm Muzzle Blast Smokeless Powder OC	
14	50	EA	CTS PART NUMBER 4630	40mm Muzzle Blast Smokeless Powder CS	
15	50	EA	CTS PART NUMBER 4200	40mm Muzzle Blast Smokeless Powder P	
16	50	EA	CTS PART NUMBER 4330	40mm Ferret – CS – Liquid Brand CTS	
17	50	EA	CTS PART NUMBER 4300	40mm Ferret – P – Liquid Brand CTS	
18	50	EA	CTS PART NUMBER 4441	40mm Ferret – OC – Powder Brand CTS	
19	50	EA	CTS PART NUMBER 4431	40mm Ferret – CS – Powder Brand CTS	
20	50	EA	CTS PART NUMBER 4401	40mm Ferret – P – Powder Brand CTS	
21	50	EA	CTS PART NUMBER 4553	40mm Stinger Rubber Balls 32 Cal	
22	50	EA	CTS PART NUMBER 4558	40mm Stinger Rubber Balls 60 Cal	
23	50	EA	CTS PART NUMBER 4551	40mm Foam Baton Smokeless Powder Round	
24	50	EA	CTS PART NUMBER 4556	40mm Direct Impact Sponge Direct Impact OC	
25	50	EA	CTS PART NUMBER 4530	40mm Direct Impact Sponge Direct Impact CS	

## Bid Sheet for Combined Tactical Systems Inc. (CTS) Less Lethal Tactical Devices

Line	Est. Annual Usage	Unit of Measure	CTS Less Lethal Tactical Devices		Unit Price
			CORE ITEM PART NUMBERS -	DESCRIPTION	
26	50	EA	CTS PART NUMBER 4510	40mm Direct Impact Sponge Direct Impact Inert	
27	50	EA	CTS PART NUMBER 4550	40mm Direct Impact Sponge Direct Impact Marking	
28	50	EA	CTS PART NUMBER 4557	40mm Exact Impact Smokeless Powder Sponge Round	
29	50	EA	CTS PART NUMBER 4500	40mm Exact Impact 24-shot Sponge Round Trng Kit	
30	40	EA	CTS PART NUMBER 6343	oc/cs Aersol Grenade	
31	140	EA	CTS PART NUMBER 5230B	Grenade-Flameless Tri Chamber CS	
32	120	EA	CTS PART NUMBER 5210B	Grenade-Flameless Tri Chamber Smoke	
33	40	EA	CTS PART NUMBER 8230	Pocket Tactical Grenade - CS	
34	90	EA	CTS PART NUMBER 8210	Pocket Tactical Grenade - SAF Smoke	
35	40	EA	CTS PART NUMBER 9440	RUBBER BALL BLAST GRENADE - OC	
36	8	EA	CTS PART NUMBER 6210R	Colored Smoke Trng Operational Smoke Grenade-RE	
37	8	EA	CTS PART NUMBER 6210Y	Colored Smoke Trng Operational Smoke Grenade - YE	
38	8	EA	CTS PART NUMBER 6210G	Colored Smoke Trng Operational Smoke Grenade - GR	
39	2	EA	CTS PART NUMBER 6210B	Colored Smoke Trng Operational Smoke Grenade - BL	
40	8	EA	CTS PART NUMBER 6210HC	Cont. Discharge Grenade White Smoke	
41	65	EA	CTS PART NUMBER 2570	Tactical Knock Out (TKO) 12-GA Breaching Round	
42	37	EA	CTS PART NUMBER 5231	Triple Chaser Grenade-CS	
43	12	EA	CTS PART NUMBER 5211	Triple Chaser Grenade SAF Smoke	
44	18	EA	CTS PART NUMBER 5430	Flameless Espulsion Grenade CS	
45	23	EA	CTS PART NUMBER 5400	Flameless Espulsion Grenade Inert	
46	10	EA	CTS PART NUMBER 6230	Spede Heat Continuous Discharge Grenade	
47	20	EA	CTS PART NUMBER 9593	Stinger Grenade w/Safety clip Rubber Pellet CS	
48	40	EA	CTS PART NUMBER 9594	Stinger Grenade w/Safety Clip Rubber Pellet OC	
49	30	EA	CTS PART NUMBER 9590	Stinger Grende w/Safety Clip Rubber Pellet Smoke	

Bid Sheet for Combined Tactical Systems Inc. (CTS) Less Lethal Tactical Devices

Line	Est. Annual Usage	Unit of Measure	CTS Less Lethal Tactical Devices		Unit Price
			CORE ITEM PART NUMBERS -	DESCRIPTION	
50	10	EA	CTS PART NUMBER 9230	Rubber Ball Blast Grenade w/Safety Clip CS	
51	10	EA	CTS PART NUMBER 9410	Rubber Ball Blast Grenade w/Safety Clip Inert	
			NON-CORE OR CATALOG		
	1000	\$	<b>Non-Core or Catalog - Other CTS Less Lethal Tactical Devices</b>		
			Example: any CTS products not on the Core list		
			_____ % off retail price; please attach catalog or price list that shows products available		