

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
13030 OC

PAGE 1 of 3	ORDER DATE 10/05/11
BUSINESS UNIT 9000	BUYER RITA KUCERA (AS)
VENDOR NUMBER: 501282	
VENDOR ADDRESS: SIMMONS GUN SPECIALTIES INC 20241 W 207TH P.O. BOX 447 SPRING HILL KANSAS 66083-0447	

THE CONTRACT PERIOD IS:

AUGUST 22, 2011 THROUGH AUGUST 21, 2012

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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

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

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

Original Bid Document 3708 OF

Contract to supply and deliver Ammunition as per the attached specifications, terms and conditions for a period of one (1) year beginning August 22, 2011 through August 21, 2012. The contract may be renewed for four (4) 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.

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

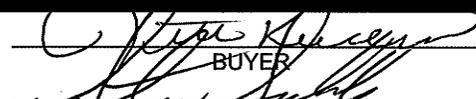
Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

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

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

The contractor 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: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the


BUYER

MATERIEL ADMINISTRATOR

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

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

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

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

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

Vendor Contact: Gregg Johnson
 Phone: 913-592-3939
 Fax: 913-686-3299
 E-Mail: greggoryjohnson@simmons-jsc.com

(ah 08/23/11)

AMENDMENT ONE (1) - Contract is being amended to add line 3. (10/05/11 jc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DUTY .45 CALIBER 230 GRAIN Winchester RA45B	40.0000	M	384.0000
2	DUTY 9MM 124 GRAIN Winchester RA9BA	10.0000	M	322.0000
3	#1 BUCK 16 PELLET Winchester XB121	2.0000	M	548.0000


 BUYER INITIALS
 R43500|NISM0001 100506

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<http://www.nitc.state.ne.us/standards/accessibility/>
Revised: 02/2004

STATE OF NEBRASKA

**Specifications and Special Terms
and Conditions for Ammunition**

3708 OF

SCOPE:

It is the intent of this bid invitation to establish a contract to supply and deliver **Ammunition** per the following Specifications and Special Terms and Conditions.

Ammunition 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 ammunition shall be incorporated into the ammunition whether or not they may be specifically mentioned below. **Used, demonstrator, prototype, reload, surplus, or discontinued ammunition 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** ammunition 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. Ammunition bid must meet or exceed the following requirements.

Acceptable Brands:

The brands and model numbers listed on the Bid Sheet are acceptable to the State of Nebraska, provided that they meet or exceed the requirements in the specification that follows. **A bidder may bid an alternate/equivalent** as specified on each line of the Bid Sheet. The State of Nebraska shall determine at its sole discretion whether or not the bidder's alternative is an acceptable alternative. Any deviation or exception noted on the specification can be an award consideration. The State of Nebraska will be the sole judge of equivalence and any decision will be final.

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 matpurch.dasmat@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).

Term of Contract:

The contract resulting from this invitation to bid, is to be in effect for a period of one (1) year from the date of an award, unless otherwise terminated as provided herein. Upon satisfactory performance, the contract may be renewed for up to four (4) additional one (1) year periods when agreeable with the State of Nebraska and the contractor. The State reserves the right to extend the period of this contract(s) beyond the termination date when mutually agreeable to the vendor and 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.

Amendment:

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

Cancellation:

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 30 days written notice.

Estimated Annual Usage:

This is an open-ended contract between the vendor and the State of Nebraska to furnish an undetermined quantity of Ammunition in a given period of time. The estimated annual usage is listed on the attached "Bid Sheet" and the "Estimated Annual Usage per Agency" documents as the quantity with the attached specifications. Figures are for reference only and are not to be construed to be either a minimum or maximum. Ammunition shall be ordered on an "as needed" per thousand round basis. No minimum order requirements will be imposed on the State of Nebraska. Quantities will be withdrawn in per thousand round increments as required by the using agencies during the life of the contract.

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.

Contract supplier or suppliers shall 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. Under no circumstances shall the State of Nebraska be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

Award:

Award of contract will be made to the lowest responsible bidder(s) in accordance with Statute 81-161.

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. "Other" responses should be used only with a narrative response explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at its sole discretion whether or not the vendor's alternative is an acceptable alternative.

YES NO OTHER

A. Price:

1. Prices quoted shall be per thousand (1,000) rounds, shall be firm for 90 days from date of an award, and shall be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. destination as specified on each Purchase Order or under separate cover with each order. No additional charges will be allowed for packing, handling, or partial delivery costs. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation such as a notification letter from the manufacturer indicating the percentage of increase. Supporting documentation must clearly establish the increase is to all customers, not to the State of Nebraska alone. Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. No price increases are to be billed to any State Agencies without *prior* written approval by the State Purchasing Bureau. The State will be given full proportionate benefit of any decrease for the term of the contract. **It is understood and agreed in the event of a reduction in the manufacture's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given the full benefit of such decline in price immediately.**

Other or Comments _____

YES NO OTHER

B. Performance Bond:

1. The State of Nebraska reserves the right to require a 100% performance bond from the vendor. If a bond is requested, it must be received within ten (10) working days.

Other or Comments Simmons won't issue a bond

YES NO OTHER

C. SAAMI STANDARDS:

1. All ammunition bid and awarded, must meet or exceed the Sporting Arms and Ammunition Manufacturer's Institute's (SAAMI) Standards/Specifications.

Other or Comments _____

YES NO OTHER

D. Samples for Evaluation/Testing of Performance:

1. Samples of ammunition bid, in accordance with the specifications utilizing materials and features as bid, may be required prior to award. Samples of ammunition shall be provided at no cost to the State and will not be returned to the bidder upon testing conducted by the Nebraska State Patrol. Bidder shall have seven (10) business days to provide sample ammunition upon the State's written request. Sample ammunition is to be of material and construction as bid. Failure to supply samples of ammunition and/or sample ammunition that does not meet specifications and/or fail any of the protocols/tests as outlined below, may be grounds to reject the bid. Bids may be rejected based on the quality of samples provided.

2. Upon a written request for sample ammunition from the State of Nebraska Purchasing Bureau, sample ammunition shall be shipped to:

Attn: Sgt. Loveless
3600 North Academy Road
Grand Island, NE 68801-9200
between the hours of 9:00AM and 4:00 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed).

3. Duty Ammunition tested by the Nebraska State Patrol must meet or exceed the following protocols/tests as specified below:

a. 45 caliber, 230 grain brass jacketed hollow point Duty Ammunition:

i. FBI Ballistic Test Protocol

ii. A 25 round chronograph shoot, whereas the average must be within 1% (all rounds fired – high and low will not be tossed) of the advertised FPS from the company brochure.

iii. A 250 round endurance and function test for the handgun that properly feed, fire, extract and eject with zero failures for all 250 rounds. Rounds fired must be capable of 1 inch groupings at 25 yards (bench tested).

b. 9mm 124 grain brass jacketed hollow point Duty Ammunition

i. FBI Ballistic Test Protocol

ii. A 25 round chronograph shoot, whereas the average must be within 1% (all rounds fired – high and low will not be tossed) of the advertised FPS from the company brochure.

iii. A 250 round endurance and function test for the handgun that properly feed, fire, extract and eject in both semi auto and full auto modes with zero failures for all 250 rounds. Rounds fired must be capable of 1 inch groupings at 25 yards (bench tested).

iv. A 250 round endurance and function test with the HK MP5 Submachine gun that properly feed, fire, extract and eject in both semi auto and full auto modes with zero failures for all 250 rounds. Rounds fired must be capable of 1 inch groupings at 25 yards (bench tested).

Other or Comments Winchester would provide test data if needed

YES NO OTHER

E. Quality:

1. A guarantee of satisfactory performance of the ammunition, performance of the supplier, and the supplier meeting delivery dates are all considered to be integrals part of the purchase contract resulting from this bid invitation. Ammunition must be of first quality, free of damage and/or defect, and be consistent through entire term of the contract. The successful bidder shall guarantee that ammunition furnished meet the specifications and quality requirements of this proposal. Bidder awarded this contract, shall for the duration of the contract, maintain a product quality equal to the sample provided by the bidder and approved by the State of Nebraska.
2. Failure to conform with the Specifications and Terms and Conditions constitutes a breach of this contract, and the State may reject the entire order or any part thereof and may recover the expenses and/or damages of such breach. The State of Nebraska may, also at its discretion, terminate the contract immediately upon written notice to the contractor and/or pay the contractor only for such performance as has been properly completed and is of use to the State and contract for provision of the 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 allowable by law.

Other or Comments _____

YES NO OTHER

F. Authorized Dealer:

1. All bidders must be an authorized dealer of the manufacturer to sell the ammunition proposed. Vendor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to State Purchasing within three (3) days of a written request.

Other or Comments _____

YES NO OTHER

G. Customer Service:

1. 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 Rep: Tim Cronin

Phone Number: 913-592-3939

E-Mail Address: timothycronin@simmonds-jsc.com

Other or Comments _____

YES NO OTHER

X — —

H. Orders:

1. 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.

Other or Comments _____

YES NO OTHER

X — —

I. Invoices:

1. An itemized invoice including the ordering agency name and individual, purchase order number, product description, unit cost (per one thousand rounds), extension and total charges will be mailed to the bill to address on the purchase order. Discrepancies on invoices will be corrected to the State's satisfaction within fifteen (15) days.

Other or Comments _____

YES NO OTHER

X — —

J. Delivery:

1. Ammunition ordered shall be delivered FOB Destination to the "SHIP TO" address referenced on each PO, or as otherwise directed between the hours of 9:00AM and 4:00 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed).
2. A list of "Nebraska State Agency Delivery Locations" has been provided with these Specifications. This list is for reference only. Contract may not be limited to the delivery locations shown. Vendor will impose no delivery restrictions (unless otherwise specified). Location addresses are subject to change, vendor is to make deliveries to the "SHIP TO" address referenced on the PO, or as otherwise directed by the ordering agency.
3. With each order placed, vendor shall confirm receipt of order with ordering agency and provide an estimated delivery date. If partial deliveries or delays are anticipated, the contractor will immediately notify the ordering agency and the Buyer in State Purchasing Bureau of the expected delivery date. The order may be canceled if the delivery date is unsatisfactory, and the State may procure item(s) from other sources and the contractor may be held responsible for any/all excess cost.
4. At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage. Deliveries must be clearly marked with the purchase order number. There will be no minimum order requirements.

X — —

X — —

X — —

Other or Comments _____

YES NO OTHER

K. Usage Report:

1. A usage report may be required to be submitted to the State Purchasing Bureau sixty (60) days prior to the end of the contract year, and or at any time during the term of the contract within 10 days after a written request. The report is to contain, at a minimum, item description, annual usage per contract item, average order quantity and dollar amount per ordering agency. Additional information may be deemed necessary and will be conveyed to the contractor.

Other or Comments _____

YES NO OTHER

L. Substitutions:

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

Other or Comments _____

YES NO OTHER

M. Bid Compliance:

1. Specifications have been read and fully understood. Any exceptions have been written on the bid or attached.

Other or Comments _____

MATERIAL SPECIFICATIONS FOR HANDGUN AMMUNITION

YES NO OTHER

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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N. Duty .45 Caliber:

1. Remington Golden Saber 230 grain index #GSB45APB , Winchester Bonded Round RA45B, Winchester Round RA45TP, or EQUIVALENT.
2. 230 grain
3. Bullet shall be bonded or equivalent, capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing.
4. Brass jacketed hollow point
5. New casings
6. Minimum 875 feet per second muzzle velocity
7. Minimum 390 feet lbs. muzzle energy
8. .45 Caliber Duty to be packaged 50 rounds per box/1000 rounds per case.
9. Delivery of .45 Caliber Duty Ammunition to be within 180 days after receipt of order:

If bidder cannot guarantee delivery within 180 days after receipt of order, please specify how many days after receipt of order .45 Caliber Duty Ammunition will be delivered within:

Note: Deliveries quoted beyond 180 days may be an award consideration.

Other or Comments _____

YES NO OTHER

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

O. Duty .40 Caliber:

1. Remington Golden Saber Index #GSB40SWB, Winchester #RA40B, or EQUIVALENT.
2. 180 grain
3. Bullet shall be bonded or equivalent capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing
4. Brass jacketed hollow point
5. New casings
6. Minimum 1,000 feet per second muzzle velocity
7. Minimum 400 foot pounds muzzle energy
8. .40 Caliber Duty to be packaged 50 rounds per box.
9. Delivery of .40 Caliber Duty Ammunition to be within 180 days after receipt of order:

If bidder cannot guarantee delivery within 180 days after receipt of order, please specify how many days after receipt of order .40 Caliber Duty Ammunition will be delivered within:

Note: Deliveries quoted beyond 180 days may be an award consideration.

Other or Comments _____

YES NO OTHER

X
X
X
X
X
X
X
X
X

P. Duty - 9mm:

1. Remington Golden Saber Index #GSB9MMD, Winchester #RA9BA, or EQUIVALENT.
2. 124 grain
3. Bullet shall be bonded or equivalent capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing
4. Brass jacketed hollow point
5. New casings
6. Minimum 1,150 feet per second muzzle velocity
7. Minimum 375 foot pounds muzzle energy
8. 9mm Duty to be packaged 50 rounds per box.
9. Delivery of 9mm Duty Ammunition to be within 180 days after receipt of order:

If bidder cannot guarantee delivery within 180 days after receipt of order, please specify how many days after receipt of order 9mm Duty Ammunition will be delivered within:

Note: Deliveries quoted beyond 180 days may be an award consideration.

Other or Comments _____

YES NO OTHER

X
X
X
X
X
X
X
X
X

Q. Duty - 9mm:

1. Remington Golden Saber Index #GS9MMC or EQUIVALENT.
2. 147 grain
3. Bullet shall be bonded or equivalent capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing.
4. Brass jacketed hollow point
5. New casings
6. Minimum 1,150 feet per second muzzle velocity
7. Minimum 375 foot pounds muzzle energy
8. 9mm Duty to be packaged 50 rounds per box.
9. Delivery of 9mm Duty Ammunition to be within 180 days after receipt of order:

If bidder cannot guarantee delivery within 180 days after receipt of order, please specify how many days after receipt of order 9mm Duty Ammunition will be delivered within:

Note: Deliveries quoted beyond 180 days may be an award consideration.

Other or Comments _____

YES NO OTHER

X
X
X
X
X
X
X
X

R. Practice .45 Caliber:

1. Speer 53653 or EQUIVALENT.
2. 230 grain
2. New casings
3. Full metal jacket
4. Ball ammunition
5. Minimum 850 feet per second muzzle velocity
6. .45 Caliber Practice to be packaged 50 rounds per box.
7. Delivery of .45 Caliber Practice Ammunition to be within 180 days after receipt of order:

If bidder cannot guarantee delivery within 180 days after receipt of order, please specify how many days after receipt of order .45 Caliber Practice Ammunition will be delivered within:

Note: Deliveries quoted beyond 180 days may be an award consideration.

Other or Comments _____

YES NO OTHER

X
X
X
X
X
X
X
X

S. Practice .40 Caliber:

1. Speer 53652 or EQUIVALENT.
2. 180 grain
3. New casings
4. Full metal jacket
5. Ball ammunition
6. Minimum 970 feet per second muzzle velocity
7. .40 Caliber practice to be packaged 50 rounds per box.
8. Delivery of .40 Caliber Practice Ammunition to be within 180 days after receipt of order:

If bidder cannot guarantee delivery within 180 days after receipt of order, please specify how many days after receipt of order .40 Caliber Practice Ammunition will be delivered within:

Note: Deliveries quoted beyond 180 days may be an award consideration.

Other or Comments _____

YES NO OTHER

X	___	___

T. Practice - 9mm:

1. 124 grain
2. Ball ammunition
3. New casings
4. Minimum 1100 feet per second
5. Remington R9MM2, Speer 53651 or EQUIVALENT.
6. 9mm Practice to be packaged 50 rounds per box.
7. Delivery of 9mm Practice Ammunition to be within 180 days after receipt of order:

If bidder cannot guarantee delivery within 180 days after receipt of order, please specify how many days after receipt of order 9mm Practice Ammunition will be delivered within:

Note: Deliveries quoted beyond 180 days may be an award consideration.

Other or Comments _____

YES NO OTHER

X	___	___

U. Practice 9mm:

1. Winchester USA9MM1, Speer 53620, or EQUIVALENT.
2. 147 grain
3. Ball ammunition
4. Minimum 1100 feet per second
5. New casings
6. 9mm Practice to be packaged 50 rounds per box.
7. Delivery of 9mm Practice Ammunition to be within 180 days after receipt of order:

If bidder cannot guarantee delivery within 180 days after receipt of order, please specify how many days after receipt of order 9mm Practice Ammunition will be delivered:

Note: Deliveries quoted beyond 180 days may be an award consideration.

Other or Comments _____

MATERIAL SPECIFICATIONS FOR RIFLE AMMUNITION

YES NO OTHER

V. Practice .223 Caliber:

1. Hornady #9754 or EQUIVALENT.
2. 55 grain
3. Full metal jacket
4. New casings
5. Minimum 3,000 feet per second muzzle velocity
6. Minimum 1,000 foot pounds muzzle energy
7. .223 Caliber Practice Ammunition is to be packaged in either 20 or 50 rounds per box.

Please specify # of rounds per box:

20 RD BOX

8. Delivery of .223 Caliber Practice Ammunition to be within 90 days after receipt of order:

If bidder cannot guarantee delivery within 90 days after receipt of order, please specify how many days after receipt of order .223 Caliber Practice Ammunition will be delivered within:

Note: Deliveries quoted beyond 90 days may be an award consideration.

Other or Comments

Delivery might be 180 days ARO

YES NO OTHER

W. Duty .223 Caliber:

1. Federal T223F, Hornady TAP Urban #83276, or EQUIVALENT.
2. 55 grain
3. New casings
4. Ballistic tip
5. Bullet shall be bonded soft point or equivalent capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing.
6. Minimum 3,000 feet per second muzzle velocity
7. Minimum 1,000 foot pounds muzzle energy
8. .223 Caliber Duty Ammunition is to be packaged in either 20 or 50 rounds per box.

Please specify # of rounds per box:

20 RD BOX

YES NO OTHER

___ ___ X

W. Duty .223 Caliber - CONTINUED:

(Federal T223F, Hornady TAP Urban #83276, or EQUIVALENT)

9. Delivery of .223 Caliber Duty Ammunition to be within 90 days after receipt of order.

If bidder cannot guarantee delivery within 90 days after receipt of order, please specify how many days after receipt of order .223 Caliber Duty Ammunition will be delivered within:

Note: Deliveries quoted beyond 90 days may be an award consideration.

Other or Comments Delivery might be 180 days ARO

YES NO OTHER

X ___ ___
X ___ ___

X. Duty .223 Caliber:

1. Winchester RA223R-PSP, Federal T223A, or EQUIVALENT.
2. 55 grain
3. New casings
4. Pointed soft point
5. Minimum 3,200 feet per second muzzle velocity
6. Minimum 1,200 foot pounds muzzle energy
7. .223 Caliber Duty Ammunition is to be packaged in either 20 or 50 rounds per box.

Please specify # of rounds per box:

20 RD BOX

8. Delivery of .223 Caliber Duty Ammunition to be within 90 days after receipt of order:
If bidder cannot guarantee delivery within 90 days after receipt of order, please specify how many days after receipt of order .223 Caliber Duty Ammunition will be delivered within:

Note: Deliveries quoted beyond 90 days may be an award consideration.

Other or Comments Delivery might be 180 days ARO

YES	NO	OTHER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AA. 00 BUCK:

1. 3DREQ, Federal LE13200, or EQUIVALENT.
2. 9 pellet Practice
3. Reduced Recoil
4. Shell length 2 3/4"
5. 1200 feet per second muzzle velocity or Equivalent
6. 00 Buck Ammunition is to be packaged 25 rounds per box.
7. Delivery of 00 Buck Ammunition to be within 60 days after receipt of order:

If bidder cannot guarantee delivery within 60 days after receipt of order, please specify how many days after receipt of order 00 Buck Ammunition will be delivered within:

Note: Deliveries quoted beyond 60 days may be an award consideration.

Other or Comments _____

YES	NO	OTHER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AA. #1 Buck:

1. Winchester XB121 or EQUIVALENT.
2. 16 pellet
3. Shell length 2 3/4"
4. #1 Buck Ammunition is to be packaged 5 rounds per box.
5. Delivery of #1 Buck Ammunition to be within 60 days after receipt of order:

If bidder cannot guarantee delivery within 60 days after receipt of order, please specify how many days after receipt of order #1 Buck Ammunition will be delivered within:

Note: Deliveries quoted beyond 60 days may be an award consideration.

Other or Comments _____

YES	NO	OTHER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BB. Rifled Slug:

1. Winchester X12RS15, Federal F127RS, or EQUIVALENT.
2. 1 oz hollow point
3. Shell length 2 3/4"
4. Rifled Slug Ammunition is to be packaged 5 rounds per box.

MATERIAL SPECIFICATIONS FOR SHOTGUN AMMUNITION

YES NO OTHER

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Y. Bird Shot:

1. Winchester TRGT127 or 48VIXJ31, Federal T223A or EQUIVALENT.
2. 7.5 or 8 shot
3. Shell length 2 3/4"
4. 1145 feet per second
5. 1 1/8 oz.
6. Bird Shot Ammunition is to be packaged 25 rounds per box.
7. Delivery of Bird Shot Ammunition to be within 60 days after receipt of order:

If bidder cannot guarantee delivery within 60 days after receipt of order, please specify how many days after receipt of order Bird Shot Ammunition will be delivered within:

Note: Deliveries quoted beyond 60 days may be an award consideration.

Other or Comments _____

YES NO OTHER

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Z. 00 BUCK:

1. Federal LE127-00 or EQUIVALENT.
2. 9 pellet DUTY
3. Shell length 2 3/4"
4. 1200 feet per second muzzle velocity
5. 00 Buck Ammunition is to be packaged 25 rounds per box.
6. Delivery of 00 Buck Ammunition to be within 60 days after receipt of order:

If bidder cannot guarantee delivery within 60 days after receipt of order, please specify how many days after receipt of order 00 Buck Ammunition will be delivered within:

Note: Deliveries quoted beyond 60 days may be an award consideration.

Other or Comments _____

YES NO OTHER

BB. Rifled Slug - CONTINUED:

(Winchester X12RS15, Federal F127RS, or EQUIVALENT)

X _____ _____

5. Delivery of Rifled Slug Ammunition to be within 60 days after receipt of order:

If bidder cannot guarantee delivery within 60 days after receipt of order, please specify how many days after receipt of order delivery will be guaranteed:

Note: Deliveries quoted beyond 60 days may be an award consideration.

Other or Comments _____

STATE AGENCY DELIVERY ADDRESSES FOR AMMUNITION

➤ **Game & Parks Commission**

Nebraska Game & Parks Commission
Att: Law Enforcement Division
4817 N 56th Street Suite 36
Lincoln, NE 68504

➤ **Department of Corrections**

DCS Central Warehouse
1001 Pioneers Blvd.
Lincoln, NE 68502

NE Correctional Youth Facility
2610 N. 20th St. East
Omaha, NE 68110

Tecumseh State Correctional Institution
PO Box 900
2725 North Hwy 50
Tecumseh, NE 68450

McCook Work Ethic Camp
2309 N. Hwy 83
McCook, NE 69001

NE Correctional Center for Women
1107 Recharge Road
York, NE 68467

Community Correctional Center- Omaha
2323 Avenue J
Omaha, NE 68110

➤ **Nebraska State Patrol**

Nebraska State Patrol
3920 W. Kearney Street
Lincoln, NE. 68524

Nebraska State Patrol
4411 South 108th Street
Omaha, NE. 68137

Nebraska State Patrol
1401 Eisenhower Avenue
Norfolk, NE. 68701

Nebraska State Patrol
3431 West Old Potash Highway
Grand Island, NE. 68803

Nebraska State Patrol
c/o Nebraska Law Enforcement Training Center
3600 North Academy Road
Grand Island, NE. 68801

Nebraska State Patrol
300 W. South River Road
North Platte, NE. 69101

Nebraska State Patrol
4500 Avenue "I"
Scottsbluff, NE. 69361

➤ **Nebraska State Fire Marshall**

Nebraska State Fire Marshall's Office
246 South 14th Street
Lincoln, NE 68508

ADDENDUM ONE

Date: June 22, 2011
To: All Bidders
From: Rita Kucera, Buyer
 State Purchasing Bureau
RE: Questions and Answers for Invitation to Bid 3708OF
 to be opened June 29, 2011 at 2:00 p.m. Central Time.

Following are the questions submitted and answers provided for the above mentioned Invitation to Bid. The questions and answers are to be considered as part of the Invitation to Bid.

Questions	Answers
<p>1. Can you bid only on one or two line items..?</p>	<p>Bidders do not have to bid all line items. However, as stated under "Lump Sum or All or None Bids" on page 3 of the "STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER, "The State of Nebraska 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." Also, as stated under "Rights" found on page 2 of 18 of the Invitation to Bid to 3708 OF, "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."</p>

Steve Sulek • Administrator

Material Division • 301 Centennial Mall South • P.O. Box 94847 • Lincoln, Nebraska 68509-4847 • Phone: 402-471-2401 • Fax: 402-471-2089
 Transportation Services Bureau • 1400 M St • P.O. Box 95025 • Lincoln, Nebraska 68508-5025 • Phone: 402-471-2897 • Fax: 402-471-2999

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STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
13030 OC

PAGE 1 of 3	ORDER DATE 08/23/11
BUSINESS UNIT 9000	BUYER RITA KUCERA (AS)
VENDOR NUMBER: 501282	
VENDOR ADDRESS: SIMMONS GUN SPECIALTIES INC 20241 W 207TH P.O. BOX 447 SPRING HILL KANSAS 66083-0447	

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

AUGUST 22, 2011 THROUGH AUGUST 21, 2012

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

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

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

Original/Bid Document 3708 OF

Contract to supply and deliver Ammunition as per the attached specifications, terms and conditions for a period of one (1) year beginning August 22, 2011 through August 21, 2012. The contract may be renewed for four (4) 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.

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

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

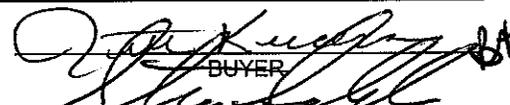
The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

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

The contractor 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: www.das.state.ne.us.


BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

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

**CONTRACT NUMBER
 13030 OC**

PAGE 2 of 3	ORDER DATE 08/23/11
BUSINESS UNIT 9000	BUYER RITA KUCERA (AS)
VENDOR NUMBER: 501282	

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

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

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

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

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

Vendor Contact: Gregg Johnson
 Phone: 913-592-3939
 Fax: 913-686-3299
 E-Mail: greggoryjohnson@simmons-jsc.com

(ah 08/23/11)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DUTY .45 CALIBER 230 GRAIN Winchester RA45B	40.0000	M	384.0000
2	DUTY 9MM 124 GRAIN Winchester RA9BA	10.0000	M	322.0000


 BUYER INITIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised: 02/2004

ADDENDUM ONE

Date: June 22, 2011
 To: All Bidders
 From: Rita Kucera, Buyer
 State Purchasing Bureau
 RE: Questions and Answers for Invitation to Bid 3708OF
 to be opened June 29, 2011 at 2:00 p.m. Central Time.

Following are the questions submitted and answers provided for the above mentioned Invitation to Bid. The questions and answers are to be considered as part of the Invitation to Bid.

Questions	Answers
<p>1. Can you bid only on one or two line items..?</p>	<p>Bidders do not have to bid all line items. However, as stated under "Lump Sum or All or None Bids" on page 3 of the "STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER, "The State of Nebraska 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." Also, as stated under "Rights" found on page 2 of 18 of the Invitation to Bid to 3708 OF, "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."</p>

Steve Sulek • Administrator

Materiel Division • 301 Centennial Mall South • P.O. Box 94847 • Lincoln, Nebraska 68509-4847 • Phone: 402-471-2401 • Fax: 402-471-2089
 Transportation Services Bureau • 1400 M St • P.O. Box 95025 • Lincoln, Nebraska 68508-5025 • Phone: 402-471-2897 • Fax: 402-471-2999

STATE OF NEBRASKA

**Specifications and Special Terms
and Conditions for Ammunition**

3708 OF

SCOPE:

It is the intent of this bid invitation to establish a contract to supply and deliver **Ammunition** per the following Specifications and Special Terms and Conditions.

Ammunition 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 ammunition shall be incorporated into the ammunition whether or not they may be specifically mentioned below. **Used, demonstrator, prototype, reload, surplus, or discontinued ammunition 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 ammunition 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. Ammunition bid must meet or exceed the following requirements.

Acceptable Brands:

The brands and model numbers listed on the Bid Sheet are acceptable to the State of Nebraska, provided that they meet or exceed the requirements in the specification that follows. **A bidder may bid an alternate/equivalent** as specified on each line of the Bid Sheet. The State of Nebraska shall determine at its sole discretion whether or not the bidder's alternative is an acceptable alternative. Any deviation or exception noted on the specification can be an award consideration. The State of Nebraska will be the sole judge of equivalence and any decision will be final.

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 matpurch.dasmat@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).

Term of Contract:

The contract resulting from this invitation to bid, is to be in effect for a period of one (1) year from the date of an award, unless otherwise terminated as provided herein. Upon satisfactory performance, the contract may be renewed for up to four (4) additional one (1) year periods when agreeable with the State of Nebraska and the contractor. The State reserves the right to extend the period of this contract(s) beyond the termination date when mutually agreeable to the vendor and 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.

Amendment:

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

Cancellation:

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 30 days written notice.

Estimated Annual Usage:

This is an open-ended contract between the vendor and the State of Nebraska to furnish an undetermined quantity of Ammunition in a given period of time. The estimated annual usage is listed on the attached "Bid Sheet" and the "Estimated Annual Usage per Agency" documents as the quantity with the attached specifications. Figures are for reference only and are not to be construed to be either a minimum or maximum. Ammunition shall be ordered on an "as needed" per thousand round basis. No minimum order requirements will be imposed on the State of Nebraska. Quantities will be withdrawn in per thousand round increments as required by the using agencies during the life of the contract.

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.

Contract supplier or suppliers shall 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. Under no circumstances shall the State of Nebraska be contractually obligated or liable for any purchases by political sub-divisions, cities or counties.

Award:

Award of contract will be made to the lowest responsible bidder(s) in accordance with Statute 81-161.

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. "Other" responses should be used only with a narrative response explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at its sole discretion whether or not the vendor's alternative is an acceptable alternative.

YES NO OTHER

A. Price:

1. Prices quoted shall be per thousand (1,000) rounds, shall be firm for 90 days from date of an award, and shall be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. destination as specified on each Purchase Order or under separate cover with each order. No additional charges will be allowed for packing, handling, or partial delivery costs. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation such as a notification letter from the manufacturer indicating the percentage of increase. Supporting documentation must clearly establish the increase is to all customers, not to the State of Nebraska alone. Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. No price increases are to be billed to any State Agencies without *prior* written approval by the State Purchasing Bureau. The State will be given full proportionate benefit of any decrease for the term of the contract. **It is understood and agreed in the event of a reduction in the manufacture's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given the full benefit of such decline in price immediately.**

Other or Comments _____

YES NO OTHER

B. Performance Bond:

1. The State of Nebraska reserves the right to require a 100% performance bond from the vendor. If a bond is requested, it must be received within ten (10) working days.

Other or Comments Simmons won't issue a bond

YES NO OTHER

C. SAAMI STANDARDS:

1. All ammunition bid and awarded, must meet or exceed the Sporting Arms and Ammunition Manufacturer's Institute's (SAAMI) Standards/Specifications.

Other or Comments _____

YES NO OTHER

X — —

X — —

X — —
X — —

X — —
X — —

X — —

— — X

D. Samples for Evaluation/Testing of Performance:

1. Samples of ammunition bid, in accordance with the specifications utilizing materials and features as bid, may be required prior to award. Samples of ammunition shall be provided at no cost to the State and will not be returned to the bidder upon testing conducted by the Nebraska State Patrol. Bidder shall have seven (10) business days to provide sample ammunition upon the State's written request. Sample ammunition is to be of material and construction as bid. Failure to supply samples of ammunition and/or sample ammunition that does not meet specifications and/or fail any of the protocols/tests as outlined below, may be grounds to reject the bid. Bids may be rejected based on the quality of samples provided.

2. Upon a written request for sample ammunition from the State of Nebraska Purchasing Bureau, sample ammunition shall be shipped to:

Attn: Sgt. Loveless
3600 North Academy Road
Grand Island, NE 68801-9200
between the hours of 9:00AM and 4:00 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed).

3. Duty Ammunition tested by the Nebraska State Patrol must meet or exceed the following protocols/tests as specified below:

a. 45 caliber, 230 grain brass jacketed hollow point Duty Ammunition:

- i. FBI Ballistic Test Protocol
- ii. A 25 round chronograph shoot, whereas the average must be within 1% (all rounds fired – high and low will not be tossed) of the advertised FPS from the company brochure.
- iii. A 250 round endurance and function test for the handgun that properly feed, fire, extract and eject with zero failures for all 250 rounds. Rounds fired must be capable of 1 inch groupings at 25 yards (bench tested).

b. 9mm 124 grain brass jacketed hollow point Duty Ammunition

- i. FBI Ballistic Test Protocol
- ii. A 25 round chronograph shoot, whereas the average must be within 1% (all rounds fired – high and low will not be tossed) of the advertised FPS from the company brochure.
- iii. A 250 round endurance and function test for the handgun that properly feed, fire, extract and eject in both semi auto and full auto modes with zero failures for all 250 rounds. Rounds fired must be capable of 1 inch groupings at 25 yards (bench tested).
- iv. A 250 round endurance and function test with the HK MP5 Submachine gun that properly feed, fire, extract and eject in both semi auto and full auto modes with zero failures for all 250 rounds. Rounds fired must be capable of 1 inch groupings at 25 yards (bench tested).

Other or Comments Winchester would provide test data if needed

YES NO OTHER

E. Quality:

1. A guarantee of satisfactory performance of the ammunition, performance of the supplier, and the supplier meeting delivery dates are all considered to be integrals part of the purchase contract resulting from this bid invitation. Ammunition must be of first quality, free of damage and/or defect, and be consistent through entire term of the contract. The successful bidder shall guarantee that ammunition furnished meet the specifications and quality requirements of this proposal. Bidder awarded this contract, shall for the duration of the contract, maintain a product quality equal to the sample provided by the bidder and approved by the State of Nebraska.
2. Failure to conform with the Specifications and Terms and Conditions constitutes a breach of this contract, and the State may reject the entire order or any part thereof and may recover the expenses and/or damages of such breach. The State of Nebraska may, also at its discretion, terminate the contract immediately upon written notice to the contractor and/or pay the contractor only for such performance as has been properly completed and is of use to the State and contract for provision of the 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 allowable by law.

Other or Comments _____

YES NO OTHER

F. Authorized Dealer:

1. All bidders must be an authorized dealer of the manufacturer to sell the ammunition proposed. Vendor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to State Purchasing within three (3) days of a written request.

Other or Comments _____

YES NO OTHER

G. Customer Service:

1. 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 Rep: Tim Cronin

Phone Number: 913-592-3939

E-Mail Address: timothycronin@simmonds-jsc.com

Other or Comments _____

YES NO OTHER

H. Orders:

1. 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.

Other or Comments _____

YES NO OTHER

I. Invoices:

1. An itemized invoice including the ordering agency name and individual, purchase order number, product description, unit cost (per one thousand rounds), extension and total charges will be mailed to the bill to address on the purchase order. Discrepancies on invoices will be corrected to the State's satisfaction within fifteen (15) days.

Other or Comments _____

YES NO OTHER

J. Delivery:

1. Ammunition ordered shall be delivered FOB Destination to the "SHIP TO" address referenced on each PO, or as otherwise directed between the hours of 9:00AM and 4:00 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed).
2. A list of "Nebraska State Agency Delivery Locations" has been provided with these Specifications. This list is for reference only. Contract may not be limited to the delivery locations shown. Vendor will impose no delivery restrictions (unless otherwise specified). Location addresses are subject to change, vendor is to make deliveries to the "SHIP TO" address referenced on the PO, or as otherwise directed by the ordering agency.
3. With each order placed, vendor shall confirm receipt of order with ordering agency and provide an estimated delivery date. If partial deliveries or delays are anticipated, the contractor will immediately notify the ordering agency and the Buyer in State Purchasing Bureau of the expected delivery date. The order may be canceled if the delivery date is unsatisfactory, and the State may procure item(s) from other sources and the contractor may be held responsible for any/all excess cost.
4. At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage. Deliveries must be clearly marked with the purchase order number. There will be no minimum order requirements.

Other or Comments _____

YES NO OTHER

K. Usage Report:

1. A usage report may be required to be submitted to the State Purchasing Bureau sixty (60) days prior to the end of the contract year, and or at any time during the term of the contract within 10 days after a written request. The report is to contain, at a minimum, item description, annual usage per contract item, average order quantity and dollar amount per ordering agency. Additional information may be deemed necessary and will be conveyed to the contractor.

Other or Comments _____

YES NO OTHER

L. Substitutions:

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

Other or Comments _____

YES NO OTHER

M. Bid Compliance:

1. Specifications have been read and fully understood. Any exceptions have been written on the bid or attached.

Other or Comments _____

MATERIAL SPECIFICATIONS FOR HANDGUN AMMUNITION

YES NO OTHER

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

N. Duty .45 Caliber:

1. Remington Golden Saber 230 grain index #GSB45APB , Winchester Bonded Round RA45B, Winchester Round RA45TP, or EQUIVALENT.
2. 230 grain
3. Bullet shall be bonded or equivalent, capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing.
4. Brass jacketed hollow point
5. New casings
6. Minimum 875 feet per second muzzle velocity
7. Minimum 390 feet lbs. muzzle energy
8. .45 Caliber Duty to be packaged 50 rounds per box/1000 rounds per case.
9. Delivery of .45 Caliber Duty Ammunition to be within 180 days after receipt of order:

If bidder cannot guarantee delivery within 180 days after receipt of order, please specify how many days after receipt of order .45 Caliber Duty Ammunition will be delivered within:

Note: Deliveries quoted beyond 180 days may be an award consideration.

Other or Comments _____

YES NO OTHER

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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O. Duty .40 Caliber:

1. Remington Golden Saber Index #GSB40SWB, Winchester #RA40B, or EQUIVALENT.
2. 180 grain
3. Bullet shall be bonded or equivalent capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing
4. Brass jacketed hollow point
5. New casings
6. Minimum 1,000 feet per second muzzle velocity
7. Minimum 400 foot pounds muzzle energy
8. .40 Caliber Duty to be packaged 50 rounds per box.
9. Delivery of .40 Caliber Duty Ammunition to be within 180 days after receipt of order:

If bidder cannot guarantee delivery within 180 days after receipt of order, please specify how many days after receipt of order .40 Caliber Duty Ammunition will be delivered within:

Note: Deliveries quoted beyond 180 days may be an award consideration.

Other or Comments _____

YES NO OTHER

P. Duty - 9mm:

1. Remington Golden Saber Index #GSB9MMD, Winchester #RA9BA, or EQUIVALENT.
2. 124 grain
3. Bullet shall be bonded or equivalent capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing
4. Brass jacketed hollow point
5. New casings
6. Minimum 1,150 feet per second muzzle velocity
7. Minimum 375 foot pounds muzzle energy
8. 9mm Duty to be packaged 50 rounds per box.
9. Delivery of 9mm Duty Ammunition to be within 180 days after receipt of order:

If bidder cannot guarantee delivery within 180 days after receipt of order, **please specify how many days after receipt of order 9mm Duty Ammunition will be delivered within:**

Note: Deliveries quoted beyond 180 days may be an award consideration.

Other or Comments _____

YES NO OTHER

Q. Duty - 9mm:

1. Remington Golden Saber Index #GS9MMC or EQUIVALENT.
2. 147 grain
3. Bullet shall be bonded or equivalent capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing.
4. Brass jacketed hollow point
5. New casings
6. Minimum 1,150 feet per second muzzle velocity
7. Minimum 375 foot pounds muzzle energy
8. 9mm Duty to be packaged 50 rounds per box.
9. Delivery of 9mm Duty Ammunition to be within 180 days after receipt of order:

If bidder cannot guarantee delivery within 180 days after receipt of order, **please specify how many days after receipt of order 9mm Duty Ammunition will be delivered within:**

Note: Deliveries quoted beyond 180 days may be an award consideration.

Other or Comments _____

YES NO OTHER

R. Practice .45 Caliber:

1. Speer 53653 or EQUIVALENT.
2. 230 grain
2. New casings
3. Full metal jacket
4. Ball ammunition
5. Minimum 850 feet per second muzzle velocity
6. .45 Caliber Practice to be packaged 50 rounds per box.
7. Delivery of .45 Caliber Practice Ammunition to be within 180 days after receipt of order:

If bidder cannot guarantee delivery within 180 days after receipt of order, please specify how many days after receipt of order .45 Caliber Practice Ammunition will be delivered within:

Note: Deliveries quoted beyond 180 days may be an award consideration.

Other or Comments _____

YES NO OTHER

S. Practice .40 Caliber:

1. Speer 53652 or EQUIVALENT.
2. 180 grain
3. New casings
4. Full metal jacket
5. Ball ammunition
6. Minimum 970 feet per second muzzle velocity
7. .40 Caliber practice to be packaged 50 rounds per box.
8. Delivery of .40 Caliber Practice Ammunition to be within 180 days after receipt of order:

If bidder cannot guarantee delivery within 180 days after receipt of order, please specify how many days after receipt of order .40 Caliber Practice Ammunition will be delivered within:

Note: Deliveries quoted beyond 180 days may be an award consideration.

Other or Comments _____

YES NO OTHER

X	___	___

T. Practice - 9mm:

1. 124 grain
2. Ball ammunition
3. New casings
4. Minimum 1100 feet per second
5. Remington R9MM2, Speer 53651 or EQUIVALENT.
6. 9mm Practice to be packaged 50 rounds per box.
7. Delivery of 9mm Practice Ammunition to be within 180 days after receipt of order:

If bidder cannot guarantee delivery within 180 days after receipt of order, please specify how many days after receipt of order 9mm Practice Ammunition will be delivered within:

Note: Deliveries quoted beyond 180 days may be an award consideration.

Other or Comments _____

YES NO OTHER

X	___	___

U. Practice 9mm:

1. Winchester USA9MM1, Speer 53620, or EQUIVALENT.
2. 147 grain
3. Ball ammunition
4. Minimum 1100 feet per second
5. New casings
6. 9mm Practice to be packaged 50 rounds per box.
7. Delivery of 9mm Practice Ammunition to be within 180 days after receipt of order:

If bidder cannot guarantee delivery within 180 days after receipt of order, please specify how many days after receipt of order 9mm Practice Ammunition will be delivered:

Note: Deliveries quoted beyond 180 days may be an award consideration.

Other or Comments _____

MATERIAL SPECIFICATIONS FOR RIFLE AMMUNITION

YES NO OTHER

<u>X</u>	___	___

V. Practice .223 Caliber:

1. Hornady #9754 or EQUIVALENT.
2. 55 grain
3. Full metal jacket
4. New casings
5. Minimum 3,000 feet per second muzzle velocity
6. Minimum 1,000 foot pounds muzzle energy
7. .223 Caliber Practice Ammunition is to be packaged in either 20 or 50 rounds per box.

Please specify # of rounds per box:

20 RD BOX

___ ___ X

8. Delivery of .223 Caliber Practice Ammunition to be within 90 days after receipt of order:

If bidder cannot guarantee delivery within 90 days after receipt of order, please specify how many days after receipt of order .223 Caliber Practice Ammunition will be delivered within:

Note: Deliveries quoted beyond 90 days may be an award consideration.

Other or Comments Delivery might be 180 days ARO

YES NO OTHER

<u>X</u>	___	___

W. Duty .223 Caliber:

1. Federal T223F, Hornady TAP Urban #83276, or EQUIVALENT.
2. 55 grain
3. New casings
4. Ballistic tip
5. Bullet shall be bonded soft point or equivalent capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing.
6. Minimum 3,000 feet per second muzzle velocity
7. Minimum 1,000 foot pounds muzzle energy
8. .223 Caliber Duty Ammunition is to be packaged in either 20 or 50 rounds per box.

Please specify # of rounds per box:

20 RD BOX

YES NO OTHER

___ ___ X

W. Duty .223 Caliber - CONTINUED:

(Federal T223F, Hornady TAP Urban #83276, or EQUIVALENT)

9. Delivery of .223 Caliber Duty Ammunition to be within 90 days after receipt of order:

If bidder cannot guarantee delivery within 90 days after receipt of order, please specify how many days after receipt of order .223 Caliber Duty Ammunition will be delivered within:

Note: Deliveries quoted beyond 90 days may be an award consideration.

Other or Comments Delivery might be 180 days ARO

YES NO OTHER

X ___ ___
X ___ ___

X. Duty .223 Caliber:

1. Winchester RA223R-PSP, Federal T223A, or EQUIVALENT.
2. 55 grain
3. New casings
4. Pointed soft point
5. Minimum 3,200 feet per second muzzle velocity
6. Minimum 1,200 foot pounds muzzle energy
7. .223 Caliber Duty Ammunition is to be packaged in either 20 or 50 rounds per box.

Please specify # of rounds per box:

20 RD BOX

___ ___ X

8. Delivery of .223 Caliber Duty Ammunition to be within 90 days after receipt of order:

If bidder cannot guarantee delivery within 90 days after receipt of order, please specify how many days after receipt of order .223 Caliber Duty Ammunition will be delivered within:

Note: Deliveries quoted beyond 90 days may be an award consideration.

Other or Comments Delivery might be 180 days ARO

YES	NO	OTHER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AA. 00 BUCK:

1. 3DREQ, Federal LE13200, or EQUIVALENT.
2. 9 pellet Practice
3. Reduced Recoil
4. Shell length 2 3/4"
5. 1200 feet per second muzzle velocity or Equivalent
6. 00 Buck Ammunition is to be packaged 25 rounds per box.
7. Delivery of 00 Buck Ammunition to be within 60 days after receipt of order:

If bidder cannot guarantee delivery within 60 days after receipt of order, please specify how many days after receipt of order 00 Buck Ammunition will be delivered within:

Note: Deliveries quoted beyond 60 days may be an award consideration.

Other or Comments _____

YES	NO	OTHER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AA. #1 Buck:

1. Winchester XB121 or EQUIVALENT.
2. 16 pellet
3. Shell length 2 3/4"
4. #1 Buck Ammunition is to be packaged 5 rounds per box.
5. Delivery of #1 Buck Ammunition to be within 60 days after receipt of order:

If bidder cannot guarantee delivery within 60 days after receipt of order, please specify how many days after receipt of order #1 Buck Ammunition will be delivered within:

Note: Deliveries quoted beyond 60 days may be an award consideration.

Other or Comments _____

YES	NO	OTHER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BB. Rifled Slug:

1. Winchester X12RS15, Federal F127RS, or EQUIVALENT.
2. 1 oz hollow point
3. Shell length 2 3/4"
4. Rifled Slug Ammunition is to be packaged 5 rounds per box.

MATERIAL SPECIFICATIONS FOR SHOTGUN AMMUNITION

YES NO OTHER

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Y. Bird Shot:

1. Winchester TRGT127 or 48VIXJ31, Federal T223A or EQUIVALENT.
2. 7.5 or 8 shot
3. Shell length 2 3/4"
4. 1145 feet per second
5. 1 1/8 oz.
6. Bird Shot Ammunition is to be packaged 25 rounds per box.
7. Delivery of Bird Shot Ammunition to be within 60 days after receipt of order:

If bidder cannot guarantee delivery within 60 days after receipt of order, **please specify how many days after receipt of order Bird Shot Ammunition will be delivered within:**

Note: Deliveries quoted beyond 60 days may be an award consideration.

Other or Comments _____

YES NO OTHER

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Z. 00 BUCK:

1. Federal LE127-00 or EQUIVALENT.
2. 9 pellet DUTY
3. Shell length 2 3/4"
4. 1200 feet per second muzzle velocity
5. 00 Buck Ammunition is to be packaged 25 rounds per box.
6. Delivery of 00 Buck Ammunition to be within 60 days after receipt of order:

If bidder cannot guarantee delivery within 60 days after receipt of order, **please specify how many days after receipt of order 00 Buck Ammunition will be delivered within:**

Note: Deliveries quoted beyond 60 days may be an award consideration.

Other or Comments _____

YES NO OTHER

BB. Rifled Slug - CONTINUED:

(Winchester X12RS15, Federal F127RS, or EQUIVALENT)

5. Delivery of Rifled Slug Ammunition to be within 60 days after receipt of order:

If bidder cannot guarantee delivery within 60 days after receipt of order, please specify how many days after receipt of order delivery will be guaranteed:

Note: Deliveries quoted beyond 60 days may be an award consideration.

Other or Comments _____

STATE AGENCY DELIVERY ADDRESSES FOR AMMUNITION

➤ **Game & Parks Commission**

Nebraska Game & Parks Commission
Att: Law Enforcement Division
4817 N 56th Street Suite 36
Lincoln, NE 68504

➤ **Department of Corrections**

DCS Central Warehouse
1001 Pioneers Blvd.
Lincoln, NE 68502

NE Correctional Youth Facility
2610 N. 20th St. East
Omaha, NE 68110

Tecumseh State Correctional Institution
PO Box 900
2725 North Hwy 50
Tecumseh, NE 68450

McCook Work Ethic Camp
2309 N. Hwy 83
McCook, NE 69001

NE Correctional Center for Women
1107 Recharge Road
York, NE 68467

Community Correctional Center- Omaha
2323 Avenue J
Omaha, NE 68110

➤ **Nebraska State Patrol**

Nebraska State Patrol
3920 W. Kearney Street
Lincoln, NE. 68524

Nebraska State Patrol
4411 South 108th Street
Omaha, NE. 68137

Nebraska State Patrol
1401 Eisenhower Avenue
Norfolk, NE. 68701

Nebraska State Patrol
3431 West Old Potash Highway
Grand Island, NE. 68803

Nebraska State Patrol
c/o Nebraska Law Enforcement Training Center
3600 North Academy Road
Grand Island, NE. 68801

Nebraska State Patrol
300 W. South River Road
North Platte, NE. 69101

Nebraska State Patrol
4500 Avenue "I"
Scottsbluff, NE. 69361

➤ **Nebraska State Fire Marshall**

Nebraska State Fire Marshall's Office
246 South 14th Street
Lincoln, NE 68508