

STATE OF NEBRASKA CONTRACT AMENDMENTState Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 2	ORDER DATE 02/10/22
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 504000	
VENDOR ADDRESS: RAY OHERRON CO INC 3549 N VERMILION ST DANVILLE IL 61832-1351	

CONTRACT NUMBER
14693 OC

THE CONTRACT PERIOD IS:

FEBRUARY 01, 2022 THROUGH JULY 31, 2022

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

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

Original/Bid Document 5415 OF

Contract to supply and deliver Ammunition to the State of Nebraska as per the attached specifications for the contract period February 1, 2022 through July 31, 2022.

Vendor Contact: Michael O'Herron
Phone: 800-223-2097 Ext 110
Fax: 888-223-3235
E-Mail: bids@oherron.com

This is the first extension of the contract as amended. (MH 1/20/22)

Amendment Two (2) as attached. (MH 1/20/22)

Amendment Three (3) as attached. (MH 2/6/22)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	.223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS WINCHESTER RA223R-PSP	110.0000	CS	550.0000
2	.223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS REMINGTON USA223R1	5,010.0000	CS	360.0000
3	WINCHESTER LAW MSRP LIST NON CORE 15 PERCENT DISCOUNT OFF REG RETAIL ITEMS	10,000.0000	\$	1.0000

DS


2/10/2022

DocuSigned by:

Vicki Collins 2/10/2022

BUYER - 4106A24A8E8446D...

DocuSigned by:

Amara Block 2/14/2022

MATERIALS ADMINISTRATOR

AMENDMENT THREE
Contract 14693 OC
Ammunition for the State of Nebraska
Between
The State of Nebraska and Ray O'Herron CO INC

This Amendment Three (the "Amendment") to Contract 14693 OC is made as of February 02, 2022 (Effective Date") by and between the State of Nebraska and Ray O'Herron CO INC, parties to Contract 14693 OC, and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

1. The Extension date of February 01, 2022, through July 01, 2022, is deleted in its entirety and replaced with February 01, 2022, through July 31, 2022.

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Ray O'Herron CO INC

By: DocuSigned by:
Amara Block
4CFF2711162A4A2...

By: *[Signature]*

Name: Amara Block

Name: Michael O'Herron

Title: Interim Materiel Administrator

Title: President

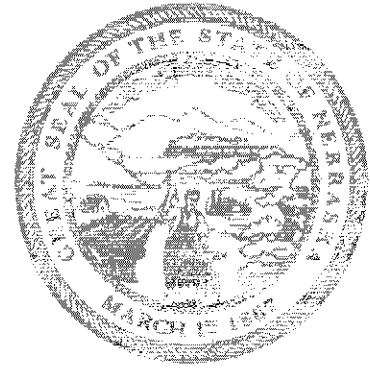
Date: 2/14/2022

Date: 2/14/2022

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES



Paul Ricketts, Governor

CONTRACT EXTENSION

2/2/2022

Mr. Michael O'Herron
Ray O'Herron CO INC
3549 N Vermilion St
Danville, IL 61832-1351

RE: Contract Number 14693 OC, Ammunition

Dear Mr. O'Herron:

On December 17, 2021, an extension letter was sent to request a six (6) month extension for the above-named contract for providing Ammunition to the State of Nebraska. After we received the signed extension letter, we realized that the requested dates, February 01, 2022, thru July 01, 2022, on the original extension letter were for only a five (5) month period. If agreeable, we want to correct the extension dates for a six (6) month period, i.e., February 01, 2022, thru July 31, 2022.

If Ray O'Herron CO, INC is agreeable to the amended extension date, i.e., February 01, 2022, thru July 31, 2022, please sign, and return this document within ten business days, keeping one (1) copy for your files. The State will consider your signature as an agreement to be bound to the extension, but the extension will not be agreed to and accepted by the State until the contract award signature page is executed by the Materiel Administrator or Designee.

If no response is received within ten calendar days, the State of Nebraska will assume that Ray O'Herron CO INC does not intend to extend the extension date to July 31, 2022, and will not amend the current extension end date for contract number 14693 OC.

Sincerely,
DocuSigned by:

Vicki Collins

Vicki Collins, Procurement Contract Officer
State Purchasing Bureau

Date 2/3/2022

Ray O'Herron CO INC is agreeable to amend the extension for contract 14693 OC for Ammunition, February 01, 2022, thru July 31, 2022.

Signature *[Signature]* Title President

Date 2-4-2022

Amara Block, General Counsel, Acting Chief, Procurement Officer

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130
Lincoln, Nebraska 68508

OFFICE 402-471-6500
FAX 402-471-2089

das.nebraska.org

STATE OF NEBRASKA CONTRACT AMENDMENTState Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 2	ORDER DATE 01/20/22
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 504000	
VENDOR ADDRESS: RAY OHERRON CO INC 3549 N VERMILION ST DANVILLE IL 61832-1351	

CONTRACT NUMBER
14693 OC

THE CONTRACT PERIOD IS:

FEBRUARY 01, 2022 THROUGH JULY 01, 2022

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

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

Original/Bid Document 5415 OF

Contract to supply and deliver Ammunition to the State of Nebraska as per the attached specifications for the contract period February 1, 2022 through July 01, 2022.

Vendor Contact: Michael O'Herron
Phone: 800-223-2097 Ext 110
Fax: 888-223-3235
E-Mail: bids@oherron.com

This is the first extension of the contract as amended. (MH 1/20/22)

Amendment Two (2) as attached. (MH 1/20/22)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	.223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS WINCHESTER RA223R-PSP	110.0000	CS	550.0000
2	.223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS REMINGTON USA223R1	5,010.0000	CS	360.0000
3	WINCHESTER LAW MSRP LIST NON CORE 15 PERCENT DISCOUNT OFF REG RETAIL ITEMS	10,000.0000	\$	1.0000

DS

1/21/2022

DocuSigned by:

Vicki Collins 1/21/2022

BUYER 4106A24A8E8446D...

DocuSigned by:

Amara Block 1/31/2022

MATERIAL ADMINISTRATOR

AMENDMENT TWO
Contract 14693 OC
Ammunition for the State of Nebraska
Between
The State of Nebraska and Ray O'Herron CO INC

This Amendment (the "Amendment") is made by the State of Nebraska and Ray O'Herron CO INC, parties to Contract 14693 OC, and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract as follows:

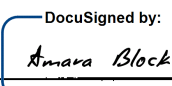
Effective on February 01, 2022, lines 1-2 of the contract are hereby deleted and replaced with the following:

Line	Description	Unit of Measure	Unit Price
1	.223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CASE WINCHESTER RA223R-PSP	CS	550.0000
2	.223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS REMINGTON USA223R1	CS	360.0000

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

By:  Amara Block
DocuSigned by:
4CFF2711162A4A2...

Name: Amara Block

Title: Interim Materiel Administrator

Date: 1/31/2022

Contractor: Ray O'Herron CO INC

By: 

Name: Michael O'Herron

Title: President

Date: 1-20-2022



MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST

RANGER

CONFIDENTIAL - EFFECTIVE: January 1, 2022 - December 31, 2022

Prices and specifications in this list supersede all previous lists and are subject to change without notice.
Applicable F.E.T. included. Without F.E.T. is shown to the nearest penny. All weights are approximate. Average pallet weight included - 80 lbs.

CALIBER/GAUGE	SYMBOL	BRAND	BOX UPC	CASE UPC	DESCRIPTION	WT/ CASE	CS/ PALLET	WT/ CS	BX/ CS	ROUNDS PER		PRICE W/ FET	PRICE W/O FET	PRICE W/O FET /CASE	PRICE W/O FET /M
										CASE	BOX	/BOX	/BOX		
12 GAUGE	RA1200	RANGER	020892009707	020892009721	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	29	104	3096	10	250	25	\$ 31.70	\$ 28.57	\$ 285.70	\$ 1,142.80
12 GAUGE	RA12005	RANGER	020892013599	020892013605	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	26	72	1952	50	250	5	\$ 6.15	\$ 5.54	\$ 277.00	\$ 1,108.00
12 GAUGE	RA12008	RANGER	020892013032	020892013049	12 Gauge 2 3/4 inches 8 pellets Ranger Buckshot Load	24	104	2597	10	250	25	\$ 31.70	\$ 28.57	\$ 285.70	\$ 1,142.80
12 GAUGE	RA120085	RANGER	020892013575	020892013582	12 Gauge 2 3/4 inches 8 pellets Ranger Buckshot Load	26	72	1952	50	250	5	\$ 6.15	\$ 5.54	\$ 277.00	\$ 1,108.00
12 GAUGE	RA1200HD	RANGER	020892015678	020892015685	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	27	104	2862	10	250	25	\$ 32.26	\$ 29.08	\$ 290.80	\$ 1,163.20
12 GAUGE	RA12RS15	RANGER	020892010963	020892010970	12 Gauge 2 3/4 inches Ranger Rifled Slug	26	72	1916	50	250	5	\$ 6.75	\$ 6.08	\$ 304.00	\$ 1,216.00
12 GAUGE	RA12RS15S	RANGER	020892020481	020892020498	12 Gauge 2 3/4 inches Ranger Segmenting Slug	26	72	1916	50	250	5	\$ 7.21	\$ 6.50	\$ 325.00	\$ 1,300.00
223 REM/556 NATO	RA556B	RANGER	020892218666	20892218673	5.56mm 64 grain Ranger Bonded Solid Base	31	91	2901	50	1000	20	\$ 40.79	\$ 36.75	\$ 1,837.50	\$ 1,837.50
223 REM/556 NATO	RA556M	RANGER	020892220393	20892220409	5.56mm 77 grain Match BTHP	35	91	3265	50	1000	20	\$ 35.42	\$ 31.91	\$ 1,595.50	\$ 1,595.50
223 REM/556 NATO	RA223BSTAY	RANGER	020892214187	020892223899	55 gr. Supreme® Ballistic Silvertip™	7	170	1236	10	1000	20	\$ 35.90	\$ 32.35	\$ 1,617.50	\$ 1,617.50
223 REM/556 NATO	RA223MY	RANGER	020892213319	020892223905	69 gr. Match Hollow Point Boattail	7	170	1236	10	1000	20	\$ 34.01	\$ 30.64	\$ 1,532.00	\$ 1,532.00
223 REM/556 NATO	RA223RY	RANGER	020892213333	020892223912	55 gr. Pointed Soft Point	6	170	1168	10	1000	20	\$ 26.24	\$ 23.64	\$ 1,182.00	\$ 1,182.00
223 REM/556 NATO	RA223R2Y	RANGER	020892213357	020892223929	64 gr. Power-Point Knurl	7	170	1202	10	1000	20	\$ 26.49	\$ 23.87	\$ 1,193.50	\$ 1,193.50
223 REM/556 NATO	RA556M855K	RANGER	020892217720	020892216617	62 gr. Penetrator M855	31	91	2901	50	1000	20	\$ 22.22	\$ 20.02	\$ 1,001.00	\$ 1,001.00
308 WINCHESTER	RA3085	RANGER	20892221673	20892221680	150 gr. Ranger Patrol	11	153	1763	10	200	20	\$ 37.40	\$ 33.70	\$ 337.00	\$ 1,685.00
308 WINCHESTER	RA308B	RANGER	020892229853	020892229860	168 gr. Bonded	12	153	1916	10	200	20	\$ 58.89	\$ 53.39	\$ 533.90	\$ 2,669.50
357 SIG	RA357SB	RANGER	020892214750	020892214767	125 gr. Jacketed Hollow Point Bonded	16	140	2250	10	500	50	\$ 60.71	\$ 54.70	\$ 547.00	\$ 1,094.00
357 SIG	RA357SIGT	RANGER	020892211568	020892211575	125 gr. Jacketed Hollow Point T-Series	16	140	2250	10	500	50	\$ 52.29	\$ 47.12	\$ 471.20	\$ 942.40
38 SPECIAL +P	RA38110HP+	RANGER	020892203211	020892209244	110 gr. Jacketed Hollow Point +P+	15	160	2480	10	500	50	\$ 40.00	\$ 36.04	\$ 360.40	\$ 720.80
38 SPECIAL +P	RA38B	RANGER	020892218192	020892218208	130 gr. Jacketed Hollow Point Bonded	16	160	2640	10	500	50	\$ 46.18	\$ 41.61	\$ 416.10	\$ 832.20
380 AUTOMATIC	RA380T	RANGER	020892212510	020892212527	95 gr. Jacketed Hollow Point T-Series	12	200	2480	10	500	50	\$ 40.76	\$ 36.73	\$ 367.30	\$ 734.60
40 SMITH & WESSON	RA40180HP	RANGER	020892203259	020892209114	180 gr. Jacketed Hollow Point	21	140	3020	10	500	50	\$ 34.87	\$ 31.43	\$ 314.30	\$ 628.60
40 SMITH & WESSON	RA40B	RANGER	020892214798	020892214804	180 gr. Bonded	21	TBD	TBD	10	500	50	\$ 44.93	\$ 40.49	\$ 404.90	\$ 809.80
40 SMITH & WESSON	RA40BA	RANGER	020892214774	020892214781	165 gr. Jacketed Hollow Point Bonded	21	140	2950	10	500	50	\$ 44.93	\$ 40.49	\$ 404.90	\$ 809.80
40 SMITH & WESSON	RA40B1	RANGER	020892226814	020892226821	180 gr. Bonded	21	140	3020	10	500	50	\$ 57.26	\$ 51.82	\$ 518.20	\$ 1,036.40
40 SMITH & WESSON	RA40T	RANGER	020892210080	020892210097	180 gr. Jacketed Hollow Point T-Series	21	140	3020	10	500	50	\$ 38.08	\$ 34.32	\$ 343.20	\$ 686.40
40 SMITH & WESSON	RA40TA	RANGER	020892212497	020892212503	165 gr. Jacketed Hollow Point T-Series	21	140	2950	10	500	50	\$ 38.02	\$ 34.26	\$ 342.60	\$ 685.20
45 AUTOMATIC	RA45B	RANGER	020892214811	020892214828	230 gr. Bonded	26	140	TBD	10	500	50	\$ 52.68	\$ 47.47	\$ 474.70	\$ 949.40
45 AUTOMATIC	RA45B1	RANGER	020892226838	020892226845	230 gr. Bonded	24	140	3370	10	500	50	\$ 65.73	\$ 59.50	\$ 595.00	\$ 1,190.00
45 AUTOMATIC	RA45T	RANGER	020892210448	020892210455	230 gr. Jacketed Hollow Point T-Series	26	140	3650	10	500	50	\$ 44.56	\$ 40.16	\$ 401.60	\$ 803.20
45 AUTOMATIC	RA45TP	RANGER	020892213272	020892213289	230 gr. Jacketed Hollow Point T-Series +P	26	140	3720	10	500	50	\$ 46.68	\$ 42.07	\$ 420.70	\$ 841.40
45 GAP GLOCK AUTOMATIC PISTOL	RA45GB	RANGER	020892217485	020892217492	230 gr. Bonded	26	140	TBD	10	500	50	\$ 70.75	\$ 63.75	\$ 637.50	\$ 1,275.00
9MM LUGER	RA9115HP+	RANGER	020892203242	020892209268	115 gr. Jacketed Hollow Point +P+	14	200	2880	10	500	50	\$ 32.29	\$ 29.10	\$ 291.00	\$ 582.00
9MM LUGER	RA9124TP	RANGER	020892214248	020892214255	124 gr. Jacketed Hollow Point +P T-Series	15	200	2980	10	500	50	\$ 34.84	\$ 31.40	\$ 314.00	\$ 628.00
9MM LUGER	RA9B	RANGER	020892214736	020892214743	147 gr. Bonded	14	200	2880	10	500	50	\$ 43.49	\$ 39.19	\$ 391.90	\$ 783.80



MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST RANGER

CONFIDENTIAL - EFFECTIVE: January 1, 2022 - December 31, 2022

Prices and specifications in this list supersede all previous lists and are subject to change without notice.
Applicable F.E.T. included. Without F.E.T. is shown to the nearest penny. All weights are approximate. Average pallet weight included - 80 lbs.

CALIBER/GAUGE	SYMBOL	BRAND	BOX UPC	CASE UPC	DESCRIPTION	WT/ CASE	CS/ PALLET	WT/ CS	BX/ CS	ROUNDS		PRICE W/	PRICE W/O	PRICE W/O FET	PRICE W/O
										PER CASE	BOX	FET /BOX	FET /BOX	/CASE	FET /M
9MM LUGER	RA9B1	RANGER	020892226791	020892226807	147 gr. Bonded	17	200	3480	10	500	50	\$ 51.15	\$ 46.10	\$ 461.00	\$ 922.00
9MM LUGER	RA9BA	RANGER	020892214712	020892214729	124 gr. Jacketed Hollow Point Bonded	15	200	3080	10	500	50	\$ 43.49	\$ 39.19	\$ 391.90	\$ 783.80
9MM LUGER	RA9T	RANGER	020892210462	020892210479	147 gr. Jacketed Hollow Point T-Series	14	200	2880	10	500	50	\$ 34.18	\$ 30.80	\$ 308.00	\$ 616.00
9MM LUGER	RA9TA	RANGER	020892212534	020892212541	127 gr. Jacketed Hollow Point T-Series	16	200	3280	10	500	50	\$ 35.02	\$ 31.56	\$ 315.60	\$ 631.20
9MM NATO	RA9124N	RANGER	020892203235	020892209275	124 gr. Full Metal Case	16	200	3280	10	500	50	\$ 26.62	\$ 23.99	\$ 239.90	\$ 479.80



MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST

FRANGIBLE

CONFIDENTIAL - EFFECTIVE: January 1, 2022 - December 31, 2022

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Applicable F.E.T. included. Without F.E.T. is shown to the nearest penny. All weights are approximate. Average pallet weight included - 80 lbs.

CALIBER/GAUGE	WINCHESTER SYMBOL	BRAND	BOX UPC	CASE UPC	GAUGE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CS	ROUNDS PER		PRICE W/ FET	PRICE W/O FET	PRICE W/O FET	PRICE W/O FET
										CASE	BOX	/Box	/BOX	/CASE	/M
12 GAUGE	RA1200SF	Ranger	020892016156	020892016163	12 Gauge 2 3/4 inch Frangible Shotgun	22	104	2342	10	250	25	\$ 79.41	\$ 71.55	\$ 715.50	\$ 2,862.00
12 GAUGE	RA12RSSF	Ranger	020892016118	020892016125	12 Gauge 2 3/4 inch Frangible Shotgun	22	104	2394	10	250	25	\$ 93.55	\$ 84.29	\$ 842.90	\$ 3,371.60
223 REMINGTON	RA223SFY	Ranger	020892214224	020892223936	223 REM - 55 gr. - Sinterfire	7	170	1202	10	1000	20	\$ 33.83	\$ 30.48	\$ 1,524.00	\$ 1,524.00
5.56 MM	USA556JF		20892219816	020892219823	5.56MM 50 gr JF	29	91	2719	50	1000	20	\$ 32.25	\$ 29.06	\$ 1,453.00	\$ 1,453.00
357 SIG	RA357SSF	Ranger	020892214088	020892214095	100 gr. Frangible SFT™	13	140	1900	10	500	50	\$ 72.27	\$ 65.12	\$ 651.20	\$ 1,302.40
40 SMITH & WESSON	RA40SF	Ranger	020892214101	020892214118	135 gr. Frangible SFT™	16	140	2250	10	500	50	\$ 61.28	\$ 55.22	\$ 552.20	\$ 1,104.40
45 AUTO	RA45SF	Ranger	020892214200	020892214217	45 AUTO +P 175 gr. Sinterfire	21	140	3020	10	500	50	\$ 76.64	\$ 69.06	\$ 690.60	\$ 1,381.20
45 GAP GLOCK AUTO PISTOL	RA45GSF	Ranger	020892214699	020892214705	45 G.A.P. 175 gr. Sinterfire	24	140	3440	10	500	50	\$ 88.62	\$ 79.85	\$ 798.50	\$ 1,597.00
9MM LUGER	RA9SF	Ranger	020892214064	020892214071	100 gr. Frangible SFT™	13	200	2680	10	500	50	\$ 54.61	\$ 49.21	\$ 492.10	\$ 984.20
9MM LUGER	RA9SF1	Ranger	020892214262	020892214279	90 gr. Frangible SFT™	13	200	2580	10	500	50	\$ 46.26	\$ 41.68	\$ 416.80	\$ 833.60
9MM LUGER	USA9F	Winches	020892230132	020892230149	90 Cesaroni LF	12	200	2480	10	500	50	\$ 44.81	\$ 40.50	\$ 405.00	\$ 810.00



MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST SHOTSHELL

CONFIDENTIAL - EFFECTIVE: January 1, 2022 - December 31, 2022
Prices and specifications in this list supersede all previous lists and are subject to change without notice.
All weights are approximate. Average pallet weight included - 80 lbs.

CATEGORY	GAUGE	SYMBOL	LEAD FREE	Brand	DESCRIPTION	BOX UPC	CASE UPC	SHOT SIZE	LENGTH (INCH)	VEL (FPS)	DRAM EQIV	OZ SHOT SLUG WT/ # PELLETS	CUB INCH CASE	WT/ CS	CS/ PALLET	WT/ Pallet	BX/CS	RNDS/ CS	RNDS PER BOX	PRICE W/ FET /BOX	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M
SLUG RIFLED	12 GAUGE	X12RS15		Super-X®	Foster Slug	020892000414	020892005976		2-3/4	1600		1	767	26	72	1916	50	250	5	\$6.87	\$6.19	\$309.50	\$1,238.00
GAME	12 GAUGE	XU126		Super-X®	Game	020892013230	020892013247	6	2-3/4	1290	3-1/4	1	562	23	104	2498	10	250	25	\$17.12	\$15.44	\$154.40	\$617.60
GAME	12 GAUGE	XU127		Super-X®	Game	020892013254	020892013261	7-1/2	2-3/4	1290	3-1/4	1	562	23	104	2498	10	250	25	\$17.12	\$15.44	\$154.40	\$617.60
GAME	12 GAUGE	XU128		Super-X®	Game	020892013278	020892013285	8	2-3/4	1290	3-1/4	1	562	23	104	2498	10	250	25	\$17.12	\$15.44	\$154.40	\$617.60
GAME	12 GAUGE	XU12H4		Super-X®	Heavy Game	020892013155	020892013162	4	2-3/4	1255	3-1/4	1 1/8	562	26	104	2784	10	250	25	\$17.46	\$15.74	\$157.40	\$629.60
GAME	12 GAUGE	XU12H6		Super-X®	Heavy Game	020892013179	020892013186	6	2-3/4	1255	3-1/4	1 1/8	562	26	104	2784	10	250	25	\$17.46	\$15.74	\$157.40	\$629.60
GAME	12 GAUGE	XU12H7		Super-X®	Heavy Game	020892013193	020892013209	7-1/2	2-3/4	1255	3-1/4	1 1/8	562	26	104	2784	10	250	25	\$17.46	\$15.74	\$157.40	\$629.60
GAME	12 GAUGE	XU12H8		Super-X®	Heavy Game	020892013216	020892013223	8	2-3/4	1255	3-1/4	1 1/8	562	26	104	2784	10	250	25	\$17.46	\$15.74	\$157.40	\$629.60
BUCKSHOT	12 GAUGE	XB1200		Super-X®	Buffered Shot	020892007079	020892007208	00 Buck	2-3/4	1325		9 Pellets	767	27	72	2006	50	250	5	\$6.24	\$5.62	\$281.00	\$1,124.00
BUCKSHOT	12 GAUGE	XB121		Super-X®	Buffered Shot	020892007093	020892007222	1 Buck	2-3/4	1250		16 Pellets	767	31	72	2294	50	250	5	\$9.23	\$8.32	\$416.00	\$1,664.00
BUCKSHOT	12 GAUGE	XB124		Super-X®	Buffered Shot	020892007109	020892007239	4 Buck	2-3/4	1325		27 Pellets	767	29	72	2168	50	250	5	\$8.84	\$7.97	\$398.50	\$1,594.00
TARGET	12 GAUGE	AAM127		AA®	Heavy Target	020892004344	020892004764	7-1/2	2-3/4	1200	3	1-1/8	549	26	104	2758	10	250	25	\$20.13	\$18.15	\$181.50	\$726.00
TARGET	12 GAUGE	AAM128		AA®	Heavy Target	020892004351	020892004771	8	2-3/4	1200	3	1-1/8	549	26	104	2758	10	250	25	\$20.13	\$18.15	\$181.50	\$726.00
TARGET	12 GAUGE	AA127		AA®	Light Target	020892004412	020892004832	7-1/2	2-3/4	1145	2-3/4	1-1/8	549	26	104	2758	10	250	25	\$20.13	\$18.15	\$181.50	\$726.00
TARGET	12 GAUGE	AA128		AA®	Light Target	020892004429	020892004849	8	2-3/4	1145	2-3/4	1-1/8	549	26	104	2758	10	250	25	\$20.13	\$18.15	\$181.50	\$726.00
TARGET	12 GAUGE	AAL127		AA®	Xtra-Lite™	020892004528	020892004900	7-1/2	2-3/4	1180	2-3/4	1	549	24	104	2576	10	250	25	\$19.36	\$17.45	\$174.50	\$698.00
TARGET	12 GAUGE	AAL128		AA®	Xtra-Lite™	020892004535	020892004917	8	2-3/4	1180	2-3/4	1	549	24	104	2576	10	250	25	\$19.36	\$17.45	\$174.50	\$698.00
TARGET	12 GAUGE	AA12FL8		AA®	Low Recoil	020892011250	020892011267	8	2-3/4	980	1 3/4	26 gm	549	24	104	2576	10	250	25	\$19.83	\$17.88	\$178.80	\$715.20
TARGET	20 GAUGE	AAH208		AA®	Heavy Target	020892009622	020892009639	8	2-3/4	1165	2-1/2	1	437	24	144	3464	10	250	25	\$19.60	\$17.67	\$176.70	\$706.80
TARGET	20 GAUGE	AA208		AA®	Target	020892004443	020892004863	8	2-3/4	1200	2-1/2	7/8	437	20	144	2996	10	250	25	\$19.60	\$17.67	\$176.70	\$706.80
TARGET	12 GAUGE	TRGT12M7		Super-X®	Super Target™	020892016194	020892016200	7-1/2	2-3/4	1200	3	1-1/8	562	28	104	2966	10	250	25	\$16.96	\$15.29	\$152.90	\$611.60
TARGET	12 GAUGE	TRGT12M8		Super-X®	Super Target™	020892016217	020892016224	8	2-3/4	1200	3	1-1/8	562	28	104	2966	10	250	25	\$16.96	\$15.29	\$152.90	\$611.60
TARGET	12 GAUGE	TRGT127		Super-X®	Super Target™	020892016231	020892016248	7-1/2	2-3/4	1145	2-3/4	1-1/8	562	26	104	2758	10	250	25	\$16.96	\$15.29	\$152.90	\$611.60
TARGET	12 GAUGE	TRGT128		Super-X®	Super Target™	020892016255	020892016262	8	2-3/4	1145	2-3/4	1-1/8	562	26	104	2758	10	250	25	\$16.96	\$15.29	\$152.90	\$611.60



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223 REMINGTON	USA223R1KY		Winchester	020892213111	020892213128	55	55 gr. Full Metal Jacket	684	29	91	2719	50	1000	20	\$17.03	\$15.35	\$767.50	\$767.50
223 REMINGTON	USA223R3		USA	020892213135	020892213142	62	62 gr. Full Metal Jacket	617	30	91	2810	50	1000	20	\$22.49	\$20.26	\$1,013.00	\$1,013.00
223 REMINGTON	W223150		USA	020892224988	020892224995	55	223 Rem 55 gr FMJ USA Value	TBD	16	120	2000	4	600	150	\$126.57	\$114.05	\$456.20	\$760.33
223 REMINGTON	W2231000		USA	020892225060	020892225077	55	223 Rem 55 gr FMJ USA Value	TBD	53	48	2624	1	1000	1000	\$826.32	\$744.58	\$744.58	\$744.58
5.56 MM	Q3131KY		Winchester	020892201880	020892205444	55	55 gr. Full Metal Jacket	617	29	91	2719	50	1000	20	\$17.83	\$16.07	\$803.50	\$803.50
5.56 MM	WM193150		USA	020892225008	020892225015	55	5.56MM 55 gr FMJ USA LC Value	TBD	16	120	2000	4	600	150	\$126.57	\$114.05	\$456.20	\$760.33
5.56 MM	WM1931000		USA	020892225084	020892225091	55	5.56MM 55 gr FMJ USA LC Value	TBD	54	48	2672	1	1000	1000	\$826.32	\$744.58	\$744.58	\$744.58
6.5 CREEDMOOR	S65CM		Match	020892220713	020892220720	140	140 gr. Boattail Hollowpoint	412	13	153	2069	10	200	20	\$45.76	\$41.23	\$412.30	\$2,061.50
6.5 CREEDMOOR	S65LR		Expedition Big Game Long Range	020892223288	020892223295	142	142 gr. Accubond® LR®	412	13	153	2069	10	200	20	\$59.60	\$53.70	\$537.00	\$2,685.00
6.5 CREEDMOOR	X65DS		Deer Season XP™	020892223103	020892223110	125	125 gr. Extreme Point™ Polymer Tip	412	13	153	2069	10	200	20	\$39.02	\$35.16	\$351.60	\$1,758.00
6.5 CREEDMOOR	USA65CM		USA	020892224544	020892224551	125	125 gr. Open Tip USA	412	13	153	2069	10	200	20	\$38.71	\$34.88	\$348.80	\$1,744.00
7.62 X 39MM RUSSIAN	X76239		Super-X®	0208922202146	020892207141	123	123 gr. Power Point ®	359	10	170	1746	10	200	20	\$49.04	\$44.19	\$441.90	\$2,209.50
7.62 X 39MM RUSSIAN	Q3174		USA	020892201903	020892207158	123	123 gr. Full Metal Jacket	359	10	170	1712	10	200	20	\$34.00	\$30.64	\$306.40	\$1,532.00
308 WINCHESTER	SBST308A		Ballistic Silvertip®	020892210363	020892210370	168	168 gr. Ballistic Silvertip®	412	13	153	2008	10	200	20	\$51.88	\$46.75	\$467.50	\$2,337.50
308 WINCHESTER	SBST308		Ballistic Silvertip®	020892210349	020892210356	150	150 gr. Ballistic Silvertip®	412	12	153	1916	10	200	20	\$51.88	\$46.75	\$467.50	\$2,337.50
308 WINCHESTER	S308M		Match	020892205512	020892210646	168	168 gr. Sierra MatchKing™ BTHP	412	13	153	2038	10	200	20	\$49.01	\$44.16	\$441.60	\$2,208.00
308 WINCHESTER	X3085		Super-X®	020892200395	020892205239	150	150 gr. Power-Point®	412	12	153	1947	10	200	20	\$37.35	\$33.66	\$336.60	\$1,683.00
308 WINCHESTER	USA3081		Winchester	020892212633	020892212640	147	147 gr. Full Metal Jacket Boat Tail	412	12	153	1855	10	200	20	\$34.60	\$31.18	\$311.80	\$1,559.00
308 WINCHESTER	X308SUBX		Super X® Subsonic Expanding	020892223301	020892223318	185	185 gr Subsonic Expanding Hollowpoint	412	13	153	2069	10	200	20	\$38.36	\$34.56	\$345.60	\$1,728.00
300 BLACKOUT	X300BLKX		Super X® Subsonic Expanding	020892223325	020892223332	200	200 gr Subsonic Expanding Hollowpoint	359	12	170	2120	10	200	20	\$32.37	\$29.16	\$291.60	\$1,458.00
300 BLACKOUT	X300BLKDS		Deer Season XP™	020892222670	020892222687	150	150 gr. Extreme Point™ Polymer Tip	359	11	170	1950	10	200	20	\$30.71	\$27.67	\$276.70	\$1,383.50
300 BLACKOUT	SUP300BLK		Super Suppressed	020892224483	020892224490	200	300 Blackout 200 gr Super Suppressed	359	12	170	2120	10	200	20	\$29.45	\$26.54	\$265.40	\$1,327.00
300 BLACKOUT	USA300BLK		USA	020892224568	020892224575	125	300 Blackout 125 gr Open Tip USA	359	11	170	1950	10	200	20	\$29.59	\$26.66	\$266.60	\$1,333.00
300 BLACKOUT	USA300BLKX		USA	020892224582	020892224599	200	300 Blackout 200 gr Open Tip USA	359	12	170	2120	10	200	20	\$29.59	\$26.66	\$266.60	\$1,333.00
350 LEGEND	X3501BP		Power Max Bonded®	020892226302	020892226319	TBD	gr. TBD Power Max Bonded®	359	10	170	1746	10	200	20	\$41.00	\$36.94	\$369.40	\$1,847.00
350 LEGEND	SUP350		Super Suppressed	020892226241	020892226258	TBD	gr. TBD Open Tip USA	359	10	170	1746	10	200	20	\$30.03	\$27.06	\$270.60	\$1,353.00
350 LEGEND	X3501		Super Suppressed	020892226241	020892226258	TBD	gr. TBD Open Tip USA	359	10	96	1021	10	200	20	\$37.03	\$33.37	\$333.70	\$1,668.50
350 LEGEND	USA3501		USA	020892226203	020892226210	145	145 gr. FMJ USA	359	9	96	944	10	200	20	\$23.27	\$20.97	\$209.70	\$1,048.50
338 LAPUA	S338LCT		Expedition Big Game	020892220058	020892220065	300	300 gr. Accubond® CT®	668	21	96	2068	10	200	20	\$166.97	\$150.44	\$1,504.40	\$7,522.00

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338 LAPUA	S338LM		Match	020892220034	020892220041	250	250 gr. Boat Tail Hollow Point	668	22	96	2206	10	200	20	\$173.23	\$156.07	\$1,560.70	\$7,803.50



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MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST HANDGUN

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25 AUTOMATIC	Q4203		Winchester	020892201941	020892209527	50	50 gr. Full Metal Jacket	221	7	264	1796	10	500	50	\$38.43	\$ 34.63	\$ 346.30	\$ 692.60
32 AUTOMATIC	Q4255		Winchester	020892205475	020892209534	71	71 gr. Full Metal Jacket	221	12	264	3248	10	500	50	\$43.11	\$ 38.84	\$ 388.40	\$ 776.80
32 AUTOMATIC	W32AST		SILVERTIP	TBD	TBD	60	32 AUTO SILVERTIP 60 GR JHP	221	12	264	3248	10	500	50	\$44.28	\$ 39.89	\$ 398.90	\$ 797.80
380 AUTOMATIC	S380PDB		PDX1® Defender™	020892218642	020892218659	95	95 gr. Bonded PDX1® Defender™	205	6	288	1750	10	200	20	\$30.09	\$ 27.11	\$ 271.10	\$ 1,355.50
380 AUTOMATIC	WC3801		Super-X®	020892212237	020892212244	95	95 gr. WinClean®	314	12	200	2480	10	500	50	\$28.90	\$ 26.04	\$ 260.40	\$ 520.80
380 AUTOMATIC	Q4206		Winchester	020892201972	020892207899	95	95 gr. Full Metal Jacket	314	12	200	2480	10	500	50	\$28.55	\$ 25.73	\$ 257.30	\$ 514.60
38 SPECIAL	X38WCPSV		Super-X®	020892201279	020892209480	158	158 gr. Lead Semi-Wad Cutter	383	19	160	3040	10	500	50	\$35.65	\$ 32.13	\$ 321.30	\$ 642.60
38 SPECIAL	X38S1P		Super-X®	020892200180	020892209381	158	158 gr. Lead Round Nose	383	19	160	3040	10	500	50	\$41.24	\$ 37.16	\$ 371.60	\$ 743.20
38 SPECIAL	X38SMRP		Super-X®	020892201361	020892209435	148	148 gr. Lead Wad Cutter	314	17	200	3480	10	500	50	\$42.44	\$ 38.24	\$ 382.40	\$ 764.80
38 SPECIAL	WC381		Super-X®	020892211629	020892211636	125	125 gr. WinClean®	383	17	160	2720	10	500	50	\$32.24	\$ 29.05	\$ 290.50	\$ 581.00
38 SPECIAL	USA38SP		Winchester	020892212299	020892212305	125	125 gr. Jacketed Flat Point	383	16	160	2560	10	500	50	\$33.64	\$ 30.32	\$ 303.20	\$ 606.40
38 SPECIAL	Q4196		Winchester	020892201934	020892209213	150	150 gr. Lead Round Nose	383	17	160	2800	10	500	50	\$44.37	\$ 39.98	\$ 399.80	\$ 799.60
38 SPECIAL	Q4171		Winchester	020892201927	020892207875	130	130 gr. Full Metal Jacket	383	17	160	2720	10	500	50	\$31.98	\$ 28.82	\$ 288.20	\$ 576.40
38 SPECIAL +P	X38S7PH		Super-X®	020892201323	020892209404	125	125 gr. Jacketed Hollow Point	383	17	160	2720	10	500	50	\$37.62	\$ 33.90	\$ 339.00	\$ 678.00
38 SPECIAL +P	X38SPD		Super-X®	020892201354	020892209442	158	158 gr. Lead Hollow Point Semi-Wad Cutter	383	20	160	3200	10	500	50	\$43.47	\$ 39.17	\$ 391.70	\$ 783.40
38 SPECIAL +P	USA38JHP		Winchester	020892213173	020892213180	125	125 gr. Jacketed Hollow Point	383	17	160	2720	10	500	50	\$37.20	\$ 33.52	\$ 335.20	\$ 670.40
38 SPECIAL +P	W38PST		SILVERTIP	TBD	TBD	125	38 SPL +P SILVERTIP 125 GR JHP					10	200	20	\$24.14	\$ 21.75	\$ 217.50	\$ 1,087.50
9MM LUGER	WC93		Super-X®	020892213012	020892213029	147	147 gr. WinClean®	314	16	200	3280	10	500	50	\$28.46	\$ 25.65	\$ 256.50	\$ 513.00
9MM LUGER	WC92		Super-X®	020892212992	020892213005	124	124 gr. WinClean®	314	15	200	2980	10	500	50	\$27.43	\$ 24.72	\$ 247.20	\$ 494.40
9MM LUGER	WC91		Super-X®	020892211605	020892211612	115	115 gr. WinClean®	314	14	200	2880	10	500	50	\$26.90	\$ 24.24	\$ 242.40	\$ 484.80
9MM LUGER	WIN9S		USA Forged	020892222151	020892222168	115	115 gr. FMJ- Brass Jacketed Lead Core	400	27	120	3320	5	750	150	\$71.42	\$ 64.37	\$ 321.85	\$ 429.13
9MM LUGER	WIN9SV		USA Forged	020892224148	020892224155	115	115 gr. FMJ- Brass Jacketed Lead Core	314	14	200	2800	10	500	50	\$23.74	\$ 21.40	\$ 214.00	\$ 428.00
9MM LUGER	W9MMLF	LF	Super Clean	020892222755	020892222762	90	90 gr. Zinc FMJ Super Clean NT®	314	11	200	2280	10	500	50	\$35.15	\$ 31.67	\$ 316.70	\$ 633.40
9MM LUGER	USA9MM1		Winchester	020892212336	020892212343	147	147 gr. Full Metal Jacket - Flat Nose	314	17	200	3480	10	500	50	\$28.63	\$ 25.80	\$ 258.00	\$ 516.00
9MM LUGER	USA9MM		Winchester	020892212312	020892212329	124	124 gr. Full Metal Jacket	314	16	200	3180	10	500	50	\$24.93	\$ 22.47	\$ 224.70	\$ 449.40

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HANDGUN-1



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9MM LUGER	USA9JHP2		Winchester	020892213517	020892213524	147	147 gr. Jacketed Hollow Point	314	17	200	3380	10	500	50	\$29.94	\$ 26.98	\$ 269.80	\$ 539.60
9MM LUGER	USA9JHP		Winchester	020892213159	020892213166	115	115 gr. Jacketed Hollow Point	314	14	200	2880	10	500	50	\$27.95	\$ 25.19	\$ 251.90	\$ 503.80
9MM LUGER	Q4172		Winchester	020892201989	020892207882	115	115 gr. Full Metal Jacket	314	15	200	2980	10	500	50	\$24.50	\$ 22.08	\$ 220.80	\$ 441.60
9MM LUGER	USA9MMVP		Winchester	020892212978	020892212985	115	115 gr. Full Metal Jacket	339	29	105	3125	10	1000	100	\$48.59	\$ 43.79	\$ 437.90	\$ 437.90
38 SUPER AUTO	USA38AJHP		Super-X®								80	10	500	50	\$40.60	\$ 36.58	\$ 365.80	\$ 731.60
38 SUPER AUTO	Q4205		Winchester	020892201965	020892207844	130	130 gr. Full Metal Jacket	383	16	200	3280	10	500	50	\$42.57	\$ 38.36	\$ 383.60	\$ 767.20
357 SIG	WC357SIG		Super-X®	020892213036	020892213043	125	125 gr. WinClean®	472	16	140	2250	10	500	50	\$41.76	\$ 37.63	\$ 376.30	\$ 752.60
357 SIG	Q4309		Winchester	020892211544	020892211551	125	125 gr. Full Metal Jacket	472	16	140	2250	10	500	50	\$47.39	\$ 42.70	\$ 427.00	\$ 854.00
357 SIG	USA357SJHP		Winchester	020892213197	020892213203	125	125 gr. Jacketed Hollow Point	472	16	140	2250	10	500	50	\$48.28	\$ 43.50	\$ 435.00	\$ 870.00
9X23MM WINCHESTER	Q4304		Winchester	020892210905	020892210912	124	124 gr. Jacketed Flat Point	314	16	200	3280	10	500	50	\$46.13	\$ 41.57	\$ 415.70	\$ 831.40
357 MAGNUM	X3575P		Super-X®	020892201453	020892209336	158	158 gr. Jacketed Soft Point	383	21	160	3440	10	500	50	\$45.53	\$ 41.03	\$ 410.30	\$ 820.60
357 MAGNUM	X3574P		Super-X®	020892200470	020892206564	158	158 gr. Jacketed Hollow Point	383	21	160	3360	10	500	50	\$45.53	\$ 41.03	\$ 410.30	\$ 820.60
357 MAGNUM	X3576P		Super-X®	020892201439	020892209343	125	125 gr. Jacketed Hollow Point	383	18	160	2880	10	500	50	\$45.53	\$ 41.03	\$ 410.30	\$ 820.60
357 MAGNUM	WC3571		Super-X®	020892212251	020892212268	125	125 gr. WinClean®	383	18	160	2880	10	500	50	\$40.03	\$ 36.07	\$ 360.70	\$ 721.40
357 MAGNUM	Q4204		Winchester	020892201958	020892209220	110	110 gr. Jacketed Hollow Point	383	16	160	2640	10	500	50	\$41.13	\$ 37.06	\$ 370.60	\$ 741.20
40 SMITH & WESSON	WC402		Super-X®	020892211667	020892211674	180	180 gr. WinClean®	472	19	140	2740	10	500	50	\$32.29	\$ 29.10	\$ 291.00	\$ 582.00
40 SMITH & WESSON	WC401		Super-X®	020892211643	020892211650	165	165 gr. WinClean®	472	19	140	2740	10	500	50	\$32.29	\$ 29.10	\$ 291.00	\$ 582.00
40 SMITH & WESSON	W40SWLF	LF	Super Clean	020892222779	020892222786	120	120 gr. Zinc FMJ Super Clean NT®	472	14	140	2040	10	500	50	\$37.50	\$ 33.79	\$ 337.90	\$ 675.80
40 SMITH & WESSON	USA40SW		Winchester	020892212350	020892212367	165	165 gr. Full Metal Jacket - Flat Nose	472	19	140	2740	10	500	50	\$28.36	\$ 25.56	\$ 255.60	\$ 511.20
40 SMITH & WESSON	USA40JHP		Winchester	020892213210	020892213227	180	180 gr. Jacketed Hollow Point	472	21	140	2950	10	500	50	\$33.57	\$ 30.25	\$ 302.50	\$ 605.00
40 SMITH & WESSON	Q4238		Winchester	020892203006	020892207905	180	180 gr. Full Metal Jacket	472	21	140	3020	10	500	50	\$29.62	\$ 26.70	\$ 267.00	\$ 534.00
40 SMITH & WESSON	USA40SWVP		Winchester	020892213654	020892213661	40	40 S&W 165 gr Full Metal Jacket	472	21	140	3020	5	500	100	\$54.85	\$ 49.43	\$ 247.15	\$ 494.30
10MM AUTOMATIC	S10MMPDB		Defender®	020892225558	020892225565	180	180 gr. Bonded Defender™	205	10	288	2960	10	200	20	\$27.27	\$ 24.57	\$ 245.70	\$ 1,228.50
10MM AUTOMATIC	USA10MM		USA	020892225534	020892225541	180	180 grain	472	21	140	3020	10	500	50	\$47.01	\$ 42.36	\$ 423.60	\$ 847.20

WINCHESTER AMMUNITION • 600 POWDER MILL ROAD • EAST ALTON, IL 62024-1273
TELEPHONE: 618 258-2000 • WEB SITE: <http://www.winchester.com>



WINCHESTER
AMMUNITION

MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST HANDGUN

CONFIDENTIAL - EFFECTIVE: January 1, 2022 - December 31, 2022

Prices and specifications in this list supersede all previous lists and are subject to change without notice.
All weights are approximate. Average pallet weight included - 80 lbs.

CALIBER	SYMBOL	LEAD FREE	BRAND	BOX UPC	CASE UPC	WT GRS	DESCRIPTION	CUBIC INCH CASE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CASE	RDS PER	RDS PER BOX	PRICE W/ FET /BOX	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M
10MM AUTOMATIC	W10MMST		Super-X®	020892227811	020892227828	185	185 gr. Silvertip® Hollow Point	205	9	288	2557	10	200	20	\$23.42	\$ 21.10	\$ 211.00	\$ 1,055.00
44 REM MAGNUM	Q4240		Winchester	020892203150	020892209084	240	240 gr. Jacketed Soft Point	537	28	112	3216	10	500	50	\$65.49	\$ 59.02	\$ 590.20	\$ 1,180.40
45 REM MAGNUM	W44MST		SILVERTIP	TBD	TBD	210	44 REM MAG SILVERTIP 210 GR JHP				80	10	200	20	\$32.50	\$ 29.28	\$ 292.80	\$ 1,464.00
45 AUTOMATIC	WC452		Super-X®	020892211704	020892211711	230	230 gr. WinClean®	472	24	140	3440	10	500	50	\$37.31	\$ 33.63	\$ 336.30	\$ 672.60
45 AUTOMATIC	USA45JHP		Winchester	020892213234	020892213241	230	230 gr. Jacketed Hollow Point	472	25	140	3510	10	500	50	\$39.85	\$ 35.91	\$ 359.10	\$ 718.20
45 AUTOMATIC	WC451		Super-X®	020892211681	020892211698	185	185 gr. WinClean®	472	24	140	3440	10	500	50	\$36.64	\$ 33.02	\$ 330.20	\$ 660.40
45 AUTOMATIC	USA45A		Winchester	020892212374	020892212381	185	185 gr. Full Metal Jacket - Flat Nose	472	22	140	3160	10	500	50	\$32.32	\$ 29.13	\$ 291.30	\$ 582.60
45 AUTOMATIC	Q4170		Winchester	020892201910	020892207868	230	230 gr. Full Metal Jacket	472	25	140	3510	10	500	50	\$34.24	\$ 30.86	\$ 308.60	\$ 617.20
45 AUTOMATIC	USA45AVP		Winchester	020892214163	020892214170	230	230 gr. Full Metal Jacket	236	25	132	3314	5	500	100	\$68.07	\$ 61.35	\$ 306.75	\$ 613.50
45 AUTOMATIC	W45LF	LF	Super Clean	020892223066	020892223073	160	160 gr. Zinc FMJ Super Clean NT®	472	13	153	2069	10	500	50	\$40.92	\$ 36.88	\$ 368.80	\$ 737.60
45 COLT	USA45CB		Super -X	020892213616	020892213623	250	250 gr. Lead Cowboy Action	533	28	112	3216	10	500	50	\$61.09	\$ 55.05	\$ 550.50	\$ 1,101.00
45 COLT	W45CST		SILVERTIP	TBD	TBD	225	45 COLT SILVERTIP 225 GR JHP				80	10	200	20	\$31.12	\$ 28.04	\$ 280.40	\$ 1,402.00



WINCHESTER
AMMUNITION

MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST RIMFIRE

CONFIDENTIAL - EFFECTIVE: January 1, 2022 - December 31, 2022

Prices and specifications in this list supersede all previous lists and are subject to change without notice.

All weights are approximate. Average pallet weight included - 80 lbs.

Category	SYMBOL	LEAD FREE	PACK	BRAND	BOX UPC	CASE UPC	Caliber	BULLET TYPE	WT GRS	CUBIC INCH CASE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CASE	RDS PER CASE	RDS PER BOX	PRICE W/ FET /BOX	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M
22 CALIBER	X22LR		PAPER	Super-X®	020892100138	020892100763	22 Long Rifle	Lead Round Nose	40	472	40	80	3280	100	5000	50	\$6.80	\$ 6.13	\$ 613.00	\$ 122.60
22 CALIBER	X22LRPP		PAPER	Super-X®	020892101050	020892101074	22 Long Rifle	Power-Point®	40	472	39	80	3208	100	5000	50	\$7.06	\$ 6.36	\$ 636.00	\$ 127.20
22 CALIBER	S22LRT		BULK	M-22	020892102767	020892102774	22 Long Rifle	Blk Plated Lead Round Nose	40	264	15	186	2822	2	2000	1000	\$123.15	\$ 110.99	\$ 221.98	\$ 110.99
22 CALIBER	22LR555HP		BULK	555	020892102477	020892102484	22 Long Rifle	Copper Plated HP	36	585	40	72	2946	10	5550	555	\$63.68	\$ 57.39	\$ 573.90	\$ 103.41

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14693 OC

PAGE 1 of 1	ORDER DATE 01/20/22
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 504000	
VENDOR ADDRESS: RAY OHERRON CO INC 3549 N VERMILION ST DANVILLE IL 61832-1351	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

FEBRUARY 01, 2022 THROUGH JULY 01, 2022

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

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

Original/Bid Document 5415 OF

Contract to supply and deliver Ammunition to the State of Nebraska as per the attached specifications for the contract period February 01, 2022 through July 01, 2022.

Vendor Contact: Michael O'Herron
Phone: 800-223-2097 Ext 110
Fax: 888-223-3235
E-Mail: bids@oherron.com

This is the first extension of the contract as amended. (MH 1/20/22)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS WINCHESTER RA223R-PSP	110.0000	CS	498.0000
2	223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS REMINGTON USA223R1	5,010.0000	CS	319.0000
3	WINCHESTER LAW MSRP LIST NON CORE 15 PERCENT DISCOUNT OFF REG RETAIL ITEMS	10,000.0000	\$	1.0000

DS
JD

1/21/2022

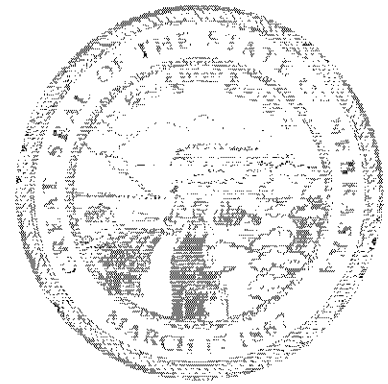
DocuSigned by:
Vicki Collins 1/21/2022
BUYER

DocuSigned by:
Amara Block 1/31/2022
MATERIALS ADMINISTRATOR

NEBRASKA

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DEPT. OF ADMINISTRATIVE SERVICES



CONTRACT EXTENSION

Pete Ricketts, Governor

12/17/2021

Mr. Michael O'Herron
Ray O'Herron CO INC
3549 N Vermillion St
Danville, IL 61832-1351

RE: Contract Number 14693 OC, Ammunition

Dear Mr. O'Herron:

The above-named contract for providing Ammunition to the State of Nebraska, expires January 31, 2022.

The State of Nebraska is currently interested in extending this Contract for an additional Six (6) month period, i.e. February 01, 2022 thru July 01, 2022. If Ray O'Herron CO INC wishes to extend the Contract as stated, please sign, and return this document within fifteen calendar days, keeping one (1) copy for your files. The State will consider your signature as an agreement to be bound to the extension, but the extension will not be agreed to and accepted by the State until the contract award signature page is executed by the Materiel Administrator or Designee.

If no response is received within fifteen calendar days, the State of Nebraska will assume that Ray O'Herron CO INC does not intend to extend contract number 14693 OC and thus may begin the formal solicitation process to obtain Ammunition.

Sincerely,

DocuSigned by:

Vicki Collins

Vicki Collins, Procurement Contract Officer
State Purchasing Bureau

Date 12/17/2021

Ray O'Herron CO INC is agreeable to the extension of 14693 OC for Ammunition, February 01, 2022 thru July 01, 2022

Signature *[Signature]* Title President

Date 1-20-2022

Amara Block, General Counsel, Acting Chief, Procurement Officer

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130
Lincoln, Nebraska 68508

OFFICE 402-471-6500
FAX 402-471-2089

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STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14693 OC

PAGE 1 of 1	ORDER DATE 12/15/20
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 504000	
VENDOR ADDRESS: RAY OHERRON CO INC 3549 N VERMILION ST DANVILLE IL 61832-1351	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

FEBRUARY 01, 2021 THROUGH JANUARY 31, 2022

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

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

Original/Bid Document 5415 OF

Contract to supply and deliver Ammunition to the State of Nebraska as per the attached specifications for the contract period February 01, 2021 through January 31, 2022.

Vendor Contact: Michael O'Herron
Phone: 800-223-2097 Ext 110
Fax: 888-223-3235
E-Mail: bids@oherron.com

This is the fourth renewal of the contract as amended. (12/15/20 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS WINCHESTER RA223R-PSP	110.0000	CS	498.0000
2	223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS REMINGTON USA223R1	5,010.0000	CS	319.0000
3	WINCHESTER LAW MSRP LIST NON CORE 15 PERCENT DISCOUNT OFF REG RETAIL ITEMS	10,000.0000	\$	1.0000

12/17/2020
12/17/2020
12/18/2020
MATERIAL ADMINISTRATOR

NEBRASKA

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CONTRACT RENEWAL

August 27, 2020

Mr. Michael O'Herron
Ray O'Herron Co Inc
3549 N Vermilion St
Danville, IL 61832-1351

RE: Contract Number 14693 OC, Ammunition

Dear Mr. O'Herron:

The above named contract for providing Ammunition to the State of Nebraska, expires January 31, 2021.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional one (1) year period, i.e. February 1, 2021 through January 31, 2022.

If this is agreeable with Ray O'Herron Co Inc, please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within 30 calendar days, the State of Nebraska will assume that Ray O'Herron Co Inc does not intend to renew contract number 14693 OC and thus may begin the formal solicitation process to obtain Ammunition.

Sincerely,

Vicki Collins

Vicki Collins, Buyer
State Purchasing Bureau

Ray O'Herron Co Inc is agreeable to the renewal of 14693 OC for Ammunition February 1, 2021 through January 31, 2022.

Signature *Douglas* Title President

Date 10-9-2020

Doug Carlson, Materiel Administrator

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130
Lincoln, Nebraska 68508

OFFICE 402-471-6500
FAX 402-471-2089

das.nebraska.org



MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST - State of Nebraska

RANGER

CONFIDENTIAL - EFFECTIVE: February 1, 2020 - December 31, 2020

Prices and specifications in this list supersede all previous lists and are subject to change without notice.
Applicable F.E.T. included. Without F.E.T. is shown to the nearest penny. All weights are approximate. Average pallet weight included - 80 lbs.

CALIBER/GAUGE	SYMBOL	BRAND	BOX UPC	CASE UPC	DESCRIPTION	WT/	CS/	WT/	BX/	ROUNDS	PRICE W/	PRICE W/O	PRICE W/O FET	PRICE W/O FET
						CASE	PALLET	CS	PER	FET	FET	/CASE	/M	
12 GAUGE	RA1200	RANGER	020892009707	020892009721	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	29	104	3096	10	250	25 \$ 27.45	\$ 24.74	\$ 247.40	\$ 989.60
12 GAUGE	RA12005	RANGER	020892013599	020892013605	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	26	72	1952	50	250	5 \$ 5.43	\$ 4.89	\$ 244.50	\$ 978.00
12 GAUGE	RA12008	RANGER	020892013032	020892013049	12 Gauge 2 3/4 inches 8 pellets Ranger Buckshot Load	24	104	2597	10	250	25 \$ 27.45	\$ 24.74	\$ 247.40	\$ 989.60
12 GAUGE	RA120085	RANGER	020892013575	020892013582	12 Gauge 2 3/4 inches 8 pellets Ranger Buckshot Load	26	72	1952	50	250	5 \$ 5.43	\$ 4.89	\$ 244.50	\$ 978.00
12 GAUGE	RA1200HD	RANGER	020892015678	020892015685	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	27	104	2862	10	250	25 \$ 28.48	\$ 25.67	\$ 256.70	\$ 1,026.80
12 GAUGE	RA12RS15	RANGER	020892010963	020892010970	12 Gauge 2 3/4 inches Ranger Rifled Slug	26	72	1916	50	250	5 \$ 5.91	\$ 5.33	\$ 266.50	\$ 1,066.00
12 GAUGE	RA12RS15S	RANGER	020892020481	020892020498	12 Gauge 2 3/4 inches Ranger Segmenting Slug	26	72	1916	50	250	5 \$ 6.25	\$ 5.63	\$ 281.50	\$ 1,126.00
223 REM/556 NATO	RA556B	RANGER	020892218666	20892218673	5.56mm 64 grain Ranger Bonded Solid Base	31	91	2901	50	1000	20 \$ 33.78	\$ 30.44	\$ 1,522.00	\$ 1,522.00
223 REM/556 NATO	RA556M	RANGER	020892220393	20892220409	5.56mm 77 grain Match BTHP	35	91	3265	50	1000	20 \$ 31.26	\$ 28.17	\$ 1,408.50	\$ 1,408.50
223 REM/556 NATO	RA223BSTAY	RANGER	020892214187	020892223899	55 gr. Supreme® Ballistic Silvertip™	7	170	1236	10	1000	20 \$ 32.32	\$ 29.12	\$ 1,456.00	\$ 1,456.00
223 REM/556 NATO	RA223MY	RANGER	020892213319	020892223905	69 gr. Match Hollow Point Boattail	7	170	1236	10	1000	20 \$ 30.02	\$ 27.05	\$ 1,352.50	\$ 1,352.50
223 REM/556 NATO	RA223RY	RANGER	020892213333	020892223912	55 gr. Pointed Soft Point	6	170	1168	10	1000	20 \$ 23.38	\$ 21.07	\$ 1,053.50	\$ 1,053.50
223 REM/556 NATO	RA223R2Y	RANGER	020892213357	020892223929	64 gr. Power-Point Knurl	7	170	1202	10	1000	20 \$ 23.60	\$ 21.26	\$ 1,063.00	\$ 1,063.00
223 REM/556 NATO	RA556M855K	RANGER	020892217720	020892216617	62 gr. Penetrator M855	31	91	2901	50	1000	20 \$ 20.55	\$ 18.52	\$ 926.00	\$ 926.00
308 WINCHESTER	RA3085	RANGER	20892221673	20892221680	150 gr. Ranger Patrol	11	153	1763	10	200	20 \$ 33.01	\$ 29.75	\$ 297.50	\$ 1,487.50
357 SIG	RA357SB	RANGER	020892214750	020892214767	125 gr. Jacketed Hollow Point Bonded	16	140	2250	10	500	50 \$ 56.32	\$ 50.75	\$ 507.50	\$ 1,015.00
357 SIG	RA357SIGT	RANGER	020892211568	020892211575	125 gr. Jacketed Hollow Point T-Series	16	140	2250	10	500	50 \$ 46.15	\$ 41.59	\$ 415.90	\$ 831.80
38 SPECIAL +P	RA38110HP+	RANGER	020892203211	020892209244	110 gr. Jacketed Hollow Point ++	15	160	2480	10	500	50 \$ 37.38	\$ 33.68	\$ 336.80	\$ 673.60
38 SPECIAL +P	RA38B	RANGER	020892218192	020892218208	130 gr. Jacketed Hollow Point Bonded	16	160	2640	10	500	50 \$ 41.51	\$ 37.41	\$ 374.10	\$ 748.20
380 AUTOMATIC	RA380T	RANGER	020892212510	020892212527	95 gr. Jacketed Hollow Point T-Series	12	200	2480	10	500	50 \$ 38.86	\$ 35.02	\$ 350.20	\$ 700.40
40 SMITH & WESSON	RA40180HP	RANGER	020892203259	020892209114	180 gr. Jacketed Hollow Point	21	140	3020	10	500	50 \$ 29.90	\$ 26.95	\$ 269.50	\$ 539.00
40 SMITH & WESSON	RA40B	RANGER	020892214798	020892214804	180 gr. Bonded	21	TBD	TBD	10	500	50 \$ 38.21	\$ 34.44	\$ 344.40	\$ 688.80
40 SMITH & WESSON	RA40BA	RANGER	020892214774	020892214781	165 gr. Jacketed Hollow Point Bonded	21	140	2950	10	500	50 \$ 38.21	\$ 34.43	\$ 344.30	\$ 688.60
40 SMITH & WESSON	RA40BB	RANGER	020892220096	020892220102	165 gr. Bonded	21	TBD	TBD	10	500	50 \$ 38.21	\$ 34.43	\$ 344.30	\$ 688.60
40 SMITH & WESSON	RA40T	RANGER	020892210080	020892210097	180 gr. Jacketed Hollow Point T-Series	21	140	3020	10	500	50 \$ 32.08	\$ 28.91	\$ 289.10	\$ 578.20
40 SMITH & WESSON	RA40TA	RANGER	020892212497	020892212503	165 gr. Jacketed Hollow Point T-Series	21	140	2950	10	500	50 \$ 32.03	\$ 28.87	\$ 288.70	\$ 577.40
45 AUTOMATIC	RA45B	RANGER	020892214811	020892214828	230 gr. Bonded	26	140	TBD	10	500	50 \$ 45.67	\$ 41.16	\$ 411.60	\$ 823.20
45 AUTOMATIC	RA45T	RANGER	020892210448	020892210455	230 gr. Jacketed Hollow Point T-Series	26	140	3650	10	500	50 \$ 38.95	\$ 35.10	\$ 351.00	\$ 702.00
45 AUTOMATIC	RA45TP	RANGER	020892213272	020892213289	230 gr. Jacketed Hollow Point T-Series +P	26	140	3720	10	500	50 \$ 38.95	\$ 35.10	\$ 351.00	\$ 702.00
45 GAP GLOCK AUTOMATIC PISTOL	RA45GB	RANGER	020892217485	020892217492	230 gr. Bonded	26	140	TBD	10	500	50 \$ 64.19	\$ 57.84	\$ 578.40	\$ 1,156.80
9MM LUGER	RA9115HP+	RANGER	020892203242	020892209268	115 gr. Jacketed Hollow Point ++	14	200	2880	10	500	50 \$ 28.47	\$ 25.66	\$ 256.60	\$ 513.20
9MM LUGER	RA9124TP	RANGER	020892214248	020892214255	124 gr. Jacketed Hollow Point +P T-Series	15	200	2980	10	500	50 \$ 29.88	\$ 26.93	\$ 269.30	\$ 538.60
9MM LUGER	RA9147FMJ	RANGER	020892206144	020892209282	147 gr. Full Metal Jacket Encapsulated	17	200	3380	10	500	50 \$ 28.53	\$ 25.71	\$ 257.10	\$ 514.20
9MM LUGER	RA9B	RANGER	020892214736	020892214743	147 gr. Bonded	14	200	2880	10	500	50 \$ 36.95	\$ 33.30	\$ 333.00	\$ 666.00



MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST - State of Nebraska
RANGER

CONFIDENTIAL - EFFECTIVE: February 1, 2020 - December 31, 2020

Prices and specifications in this list supersede all previous lists and are subject to change without notice.
 Applicable F.E.T. included. Without F.E.T. is shown to the nearest penny. All weights are approximate. Average pallet weight included - 80 lbs.

CALIBER/GAUGE	SYMBOL	BRAND	BOX UPC	CASE UPC	DESCRIPTION	WT/	CS/	WT/	BX/	ROUNDS PER CASE	PRICE W/ FET /BOX	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M
						CASE	PALLET	CS						
	RA9B1	RANGER	020892226791	020892226807	147 gr. Bonded	17	200	3480	10	500	50 \$ 41.89	\$ 37.75	\$ 377.50	\$ 755.00
9MM LUGER	RA9BA	RANGER	020892214712	020892214729	124 gr. Jacketed Hollow Point Bonded	15	200	3080	10	500	50 \$ 36.95	\$ 33.30	\$ 333.00	\$ 666.00
9MM LUGER	RA9MMJHP	RANGER	020892203174	020892209299	115 gr. Jacketed Hollow Point	14	200	2880	10	500	50 \$ 28.09	\$ 25.31	\$ 253.10	\$ 506.20
9MM LUGER	RA9T	RANGER	020892210462	020892210479	147 gr. Jacketed Hollow Point T-Series	14	200	2880	10	500	50 \$ 29.04	\$ 26.17	\$ 261.70	\$ 523.40
9MM LUGER	RA9TA	RANGER	020892212534	020892212541	127 gr. Jacketed Hollow Point T-Series	16	200	3280	10	500	50 \$ 30.04	\$ 27.07	\$ 270.70	\$ 541.40
9MM NATO	RA9124N	RANGER	020892203235	020892209275	124 gr. Full Metal Case	16	200	3280	10	500	50 \$ 22.83	\$ 20.58	\$ 205.80	\$ 411.60



STURER SUGGESTED LAW ENFORCEMENT PRICE LIST - State of Nebraska

FRANGIBLE

CONFIDENTIAL - EFFECTIVE: February 1, 2020 - December 31, 2020

Prices and specifications in this list supersede all previous lists and are subject to change without notice.
 Applicable F.E.T. included. Without F.E.T. is shown to the nearest penny. All weights are approximate. Average pallet weight included - 80 lbs.

CALIBER/GAUGE	WINCHESTER SYMBOL	BRAND	BOX UPC	CASE UPC	GAUGE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CS	ROUNDS PER		PRICE W/ FET	PRICE W/O FET	PRICE W/O FET	PRICE W/O FET
										CASE	BOX	/Box	/BOX	/CASE	/M
12 GAUGE	RA1200SF	Ranger	020892016156	020892016163	12 Gauge 2 3/4 inch Frangible Shotshell	22	104	2342	10	250	25	\$ 68.73	\$ 61.93	\$ 619.30	\$ 2,477.20
12 GAUGE	RA12RSSF	Ranger	020892016118	020892016125	12 Gauge 2 3/4 inch Frangible Shotshell	22	104	2394	10	250	25	\$ 82.70	\$ 74.52	\$ 745.20	\$ 2,980.80
223 REMINGTON	RA223SFY	Ranger	020892214224	020892223936	223 REM - 55 gr. - Sinterfire	7	170	1202	10	1000	20	\$ 29.57	\$ 26.64	\$ 1,332.00	\$ 1,332.00
5.56 MM	USA556JF		20892219816	020892219823	5.56MM 50 gr JF	29	91	2719	50	1000	20	\$ 27.66	\$ 24.92	\$ 1,246.00	\$ 1,246.00
357 SIG	RA357SSF	Ranger	020892214088	020892214095	100 gr. Frangible SF™	13	140	1900	10	500	50	\$ 65.57	\$ 59.08	\$ 590.80	\$ 1,181.60
40 SMITH & WESSON	RA40SF	Ranger	020892214101	020892214118	135 gr. Frangible SF™	16	140	2250	10	500	50	\$ 53.12	\$ 47.86	\$ 478.60	\$ 957.20
45 AUTO	RA45SF	Ranger	020892214200	020892214217	45 AUTO +P 175 gr. Sinterfire	21	140	3020	10	500	50	\$ 69.83	\$ 62.92	\$ 629.20	\$ 1,258.40
45 GAP GLOCK AUTO PISTOL	RA45GSF	Ranger	020892214699	020892214705	45 G.A.P. 175 gr. Sinterfire	24	140	3440	10	500	50	\$ 80.41	\$ 72.45	\$ 724.50	\$ 1,449.00
9MM LUGER	RA9SF	Ranger	020892214064	020892214071	100 gr. Frangible SF™	13	200	2680	10	500	50	\$ 42.93	\$ 38.68	\$ 386.80	\$ 773.60
9MM LUGER	RA9SF1	Ranger	020892214262	020892214279	90 gr. Frangible SF™	13	200	2580	10	500	50	\$ 40.43	\$ 36.43	\$ 364.30	\$ 728.60



WINCHESTER
AMMUNITION

MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST - State of Nebraska SHOTSHELL

CONFIDENTIAL - EFFECTIVE: February 1, 2020 - December 31, 2020

Prices and specifications in this list supersede all previous lists and are subject to change without notice.
All weights are approximate. Average pallet weight included - 80 lbs.

CATEGORY	GAUGE	SYMBOL	LEAD FREE	Brand	DESCRIPTION	BOX UPC	CASE UPC	SHOT SIZE	LENGTH (INCH)	VEL (FPS)	DRAM EQUIV	OZ SHOT SLUG WT/ # PELLETS	CUB INCH CASE	WT/ CS	CS/ PALLET	WT/ Pallet	BX/CS	RNDS/ CS	RNDS PER BOX	PRICE W/ FET /BOX	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M
SLUG RIFLED	12 GAUGE	X12RS15		Super-X®	Foster Slug	020892000414	020892005976		2-3/4	1600		1	767	26	72	1916	50	250	5	\$5.89	\$5.31	\$265.50	\$1,062.00
GAME	12 GAUGE	XU126		Super-X®	Game	020892013230	020892013247	6	2-3/4	1290	3-1/4	1	562	23	104	2498	10	250	25	\$17.84	\$16.09	\$160.90	\$643.60
GAME	12 GAUGE	XU127		Super-X®	Game	020892013254	020892013261	7-1/2	2-3/4	1290	3-1/4	1	562	23	104	2498	10	250	25	\$17.84	\$16.09	\$160.90	\$643.60
GAME	12 GAUGE	XU128		Super-X®	Game	020892013278	020892013285	8	2-3/4	1290	3-1/4	1	562	23	104	2498	10	250	25	\$17.84	\$16.09	\$160.90	\$643.60
GAME	12 GAUGE	XU12H4		Super-X®	Heavy Game	020892013155	020892013162	4	2-3/4	1255	3-1/4	1 1/8	562	26	104	2784	10	250	25	\$18.18	\$16.39	\$163.90	\$655.60
GAME	12 GAUGE	XU12H6		Super-X®	Heavy Game	020892013179	020892013186	6	2-3/4	1255	3-1/4	1 1/8	562	26	104	2784	10	250	25	\$18.18	\$16.39	\$163.90	\$655.60
GAME	12 GAUGE	XU12H7		Super-X®	Heavy Game	020892013193	020892013209	7-1/2	2-3/4	1255	3-1/4	1 1/8	562	26	104	2784	10	250	25	\$18.18	\$16.39	\$163.90	\$655.60
GAME	12 GAUGE	XU12H8		Super-X®	Heavy Game	020892013216	020892013223	8	2-3/4	1255	3-1/4	1 1/8	562	26	104	2784	10	250	25	\$18.18	\$16.39	\$163.90	\$655.60
BUCKSHOT	12 GAUGE	XB1200		Super-X®	Buffered Shot	020892007079	020892007208	00 Buck	2-3/4	1325		9 Pellets	767	27	72	2006	50	250	5	\$5.61	\$5.06	\$253.00	\$1,012.00
BUCKSHOT	12 GAUGE	XB121		Super-X®	Buffered Shot	020892007093	020892007222	1 Buck	2-3/4	1250		16 Pellets	767	31	72	2294	50	250	5	\$8.39	\$7.56	\$378.00	\$1,512.00
BUCKSHOT	12 GAUGE	XB124		Super-X®	Buffered Shot	020892007109	020892007239	4 Buck	2-3/4	1325		27 Pellets	767	29	72	2168	50	250	5	\$8.21	\$7.40	\$370.00	\$1,480.00
TARGET	12 GAUGE	AAM127		AA®	Heavy Target	020892004344	020892004764	7-1/2	2-3/4	1200	3	1-1/8	549	26	104	2758	10	250	25	\$20.80	\$18.75	\$187.50	\$750.00
TARGET	12 GAUGE	AAM128		AA®	Heavy Target	020892004351	020892004771	8	2-3/4	1200	3	1-1/8	549	26	104	2758	10	250	25	\$20.80	\$18.75	\$187.50	\$750.00
TARGET	12 GAUGE	AA127		AA®	Light Target	020892004412	020892004832	7-1/2	2-3/4	1145	2-3/4	1-1/8	549	26	104	2758	10	250	25	\$20.80	\$18.75	\$187.50	\$750.00
TARGET	12 GAUGE	AA128		AA®	Light Target	020892004429	020892004849	8	2-3/4	1145	2-3/4	1-1/8	549	26	104	2758	10	250	25	\$20.80	\$18.75	\$187.50	\$750.00
TARGET	12 GAUGE	AAL127		AA®	Xtra-Lite™	020892004528	020892004900	7-1/2	2-3/4	1180	2-3/4	1	549	24	104	2576	10	250	25	\$20.00	\$18.03	\$180.30	\$721.20
TARGET	12 GAUGE	AAL128		AA®	Xtra-Lite™	020892004535	020892004917	8	2-3/4	1180	2-3/4	1	549	24	104	2576	10	250	25	\$20.00	\$18.03	\$180.30	\$721.20
TARGET	12 GAUGE	AA12FL8		AA®	Low Recoil	020892011250	020892011267	8	2-3/4	980	1.3/4	26 gm	549	24	104	2576	10	250	25	\$19.60	\$17.67	\$176.70	\$706.80
TARGET	20 GAUGE	AAH208		AA®	Heavy Target	020892009622	020892009639	8	2-3/4	1165	2-1/2	1	437	24	144	3464	10	250	25	\$18.00	\$16.23	\$162.30	\$649.20
TARGET	20 GAUGE	AA208		AA®	Target	020892004443	020892004863	8	2-3/4	1200	2-1/2	7/8	437	20	144	2996	10	250	25	\$18.00	\$16.23	\$162.30	\$649.20
TARGET	12 GAUGE	TRGT12M7		Super-X®	Super Target™	020892016194	020892016200	7-1/2	2-3/4	1200	3	1-1/8	562	28	104	2966	10	250	25	\$17.20	\$15.51	\$155.10	\$620.40
TARGET	12 GAUGE	TRGT12M8		Super-X®	Super Target™	020892016217	020892016224	8	2-3/4	1200	3	1-1/8	562	28	104	2966	10	250	25	\$17.20	\$15.51	\$155.10	\$620.40
TARGET	12 GAUGE	TRGT127		Super-X®	Super Target™	020892016231	020892016248	7-1/2	2-3/4	1145	2-3/4	1-1/8	562	26	104	2758	10	250	25	\$17.20	\$15.51	\$155.10	\$620.40
TARGET	12 GAUGE	TRGT128		Super-X®	Super Target™	020892016255	020892016262	8	2-3/4	1145	2-3/4	1-1/8	562	26	104	2758	10	250	25	\$17.20	\$15.51	\$155.10	\$620.40



WINCHESTER
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RER SUGGESTED LAW ENFORCEMENT PRICE LIST - State of Nebraska

RIFLE

CONFIDENTIAL - EFFECTIVE: February 1, 2020 - December 31, 2020

Prices and specifications in this list supersede all previous lists and are subject to change without notice.

Average pallet weight included - 80 lbs.

CALIBER	SYMBOL	LEAD FREE	CUBIC INCH CASE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CASE	RDS PER CASE	RDS PER BOX	PRICE W/ FET /BOX	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M	
223 REMINGTON	USA223R1		684	29	91	2719	50	1000	20	\$14.77	\$13.31	\$665.50	\$665.50	
223 REMINGTON	USA223R1L		684	29	91	2719	25	500	20	\$14.74	\$13.28	\$332.00	\$664.00	
223 REMINGTON	USA223R3		617	30	91	2810	50	1000	20	\$20.59	\$18.55	\$927.50	\$927.50	
223 REMINGTON	USA223L1		TBD	16	120	2000	4	600	150	\$104.82	\$94.45	\$377.80	\$629.67	
223 REMINGTON	USA223LKY		TBD	53	48	2624	1	1000	1000	\$684.32	\$616.65	\$616.65	\$616.65	
5.56 MM	Q3131		617	29	91	2719	50	1000	20	\$14.74	\$13.28	\$664.00	\$664.00	
5.56 MM	Q3131L		617	29	91	2719	25	500	20	\$14.74	\$13.28	\$332.00	\$664.00	
5.56 MM	USA556L1		TBD	16	120	2000	4	600	150	\$104.82	\$94.45	\$377.80	\$629.67	
5.56 MM	USA556LKY		TBD	54	48	2672	1	1000	1000	\$684.32	\$616.66	\$616.66	\$616.66	
6.5 CREEDMOOR	S65CM		412	13	153	2069	10	200	20	\$45.22	\$40.74	\$407.40	\$2,037.00	
6.5 CREEDMOOR	S65LR		412	13	153	2069	10	200	20	\$54.18	\$48.82	\$488.20	\$2,441.00	
6.5 CREEDMOOR	X65DS		412	13	153	2069	10	200	20	\$35.12	\$31.65	\$316.50	\$1,582.50	
NEW	6.5 CREEDMOOR	X65DSL	LF	412	11	153	1763	10	200	20	\$42.86	\$38.62	\$386.20	\$1,931.00
308 WINCHESTER	S308WB	LF	417	12	153	1855	10	200	20	\$43.30	\$39.02	\$390.20	\$1,951.00	
308 WINCHESTER	SBST308A		412	13	153	2008	10	200	20	\$45.79	\$41.26	\$412.60	\$2,063.00	
308 WINCHESTER	SBST308		412	12	153	1916	10	200	20	\$45.79	\$41.26	\$412.60	\$2,063.00	
308 WINCHESTER	S308M		412	13	153	2038	10	200	20	\$41.38	\$37.29	\$372.90	\$1,864.50	
308 WINCHESTER	X3085		412	12	153	1947	10	200	20	\$31.43	\$28.32	\$283.20	\$1,416.00	
308 WINCHESTER	USA3081		412	12	153	1855	10	200	20	\$32.95	\$29.69	\$296.90	\$1,484.50	
308 WINCHESTER	X308SUBX		412	13	153	2069	10	200	20	\$33.85	\$30.50	\$305.00	\$1,525.00	
300 BLACKOUT	X300BLKX		359	12	170	2120	10	200	20	\$29.43	\$26.51	\$265.10	\$1,325.50	
300 BLACKOUT	X300BLKDS		359	11	170	1950	10	200	20	\$32.09	\$28.91	\$289.10	\$1,445.50	
300 BLACKOUT	SUP300BLK		359	12	170	2120	10	200	20	\$29.10	\$26.22	\$262.20	\$1,311.00	
300 BLACKOUT	USA300BLK		359	11	170	1950	10	200	20	\$27.45	\$24.73	\$247.30	\$1,236.50	
300 BLACKOUT	USA300BLKX		359	12	170	2120	10	200	20	\$27.45	\$24.74	\$247.40	\$1,237.00	
NEW	350 LEGEND	X3501BP		359	10	170	1746	10	200	20	\$36.18	\$32.60	\$326.00	\$1,630.00
NEW	350 LEGEND	SUP350		359	10	170	1746	10	200	20	\$24.71	\$22.27	\$222.70	\$1,113.50
350 LEGEND	X3501		359	10	96	1021	10	200	20	\$30.05	\$27.08	\$270.80	\$1,354.00	
350 LEGEND	USA3501		359	9	96	944	10	200	20	\$17.00	\$15.32	\$153.20	\$766.00	



WINCHESTER
AMMUNITION

MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST - State of Nebraska HANDGUN

CONFIDENTIAL - EFFECTIVE: February 1, 2020 - December 31, 2020

Prices and specifications in this list supersede all previous lists and are subject to change without notice.
All weights are approximate. Average pallet weight included - 80 lbs.

CALIBER	SYMBOL	LEAD FREE	BRAND	BOX UPC	CASE UPC	WT GRS	DESCRIPTION	CUBIC INCH CASE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CASE	RDS PER BOX	RDS PER BOX	PRICE W/ FET /BOX	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M
25 AUTOMATIC	Q4203		Winchester	020892201941	020892209527	50	50 gr. Full Metal Jacket	221	7	264	1796	10	500	50	\$33.92	\$ 30.56	\$ 305.60	\$ 611.20
32 AUTOMATIC	X32ASHP		Super-X®	020892200166	020892209558	60	60 gr. Silvertip® Hollow Point	221	10	264	2588	10	500	50	\$44.05	\$ 39.69	\$ 396.90	\$ 793.80
32 AUTOMATIC	Q4255		Winchester	020892205475	020892209534	71	71 gr. Full Metal Jacket	221	12	264	3248	10	500	50	\$38.05	\$ 34.28	\$ 342.80	\$ 685.60
380 AUTOMATIC	S380PDB		PDX1® Defender™	020892218642	020892218659	95	95 gr. Bonded PDX1® Defender™	205	6	288	1750	10	200	20	\$27.30	\$ 24.60	\$ 246.00	\$ 1,230.00
380 AUTOMATIC	WC3801		Super-X®	020892212237	020892212244	95	95 gr. WinClean®	314	12	200	2480	10	500	50	\$29.69	\$ 26.75	\$ 267.50	\$ 535.00
380 AUTOMATIC	Q4206		Winchester	020892201972	020892207899	95	95 gr. Full Metal Jacket	314	12	200	2480	10	500	50	\$27.32	\$ 24.62	\$ 246.20	\$ 492.40
38 SPECIAL	X38WCPSV		Super-X®	020892201279	020892209480	158	158 gr. Lead Semi-Wad Cutter	383	19	160	3040	10	500	50	\$33.32	\$ 30.03	\$ 300.30	\$ 600.60
38 SPECIAL	X38S1P		Super-X®	020892200180	020892209381	158	158 gr. Lead Round Nose	383	19	160	3040	10	500	50	\$41.45	\$ 37.35	\$ 373.50	\$ 747.00
38 SPECIAL	X38SMRP		Super-X®	020892201361	020892209435	148	148 gr. Lead Wad Cutter	314	17	200	3480	10	500	50	\$41.31	\$ 37.23	\$ 372.30	\$ 744.60
38 SPECIAL	WC381		Super-X®	020892211629	020892211636	125	125 gr. WinClean®	383	17	160	2720	10	500	50	\$31.06	\$ 27.99	\$ 279.90	\$ 559.80
38 SPECIAL	USA38SP		Winchester	020892212299	020892212305	125	125 gr. Jacketed Flat Point	383	16	160	2560	10	500	50	\$30.58	\$ 27.56	\$ 275.60	\$ 551.20
38 SPECIAL	Q4196		Winchester	020892201934	020892209213	150	150 gr. Lead Round Nose	383	17	160	2800	10	500	50	\$43.85	\$ 39.51	\$ 395.10	\$ 790.20
38 SPECIAL	Q4171		Winchester	020892201927	020892207875	130	130 gr. Full Metal Jacket	383	17	160	2720	10	500	50	\$28.22	\$ 25.43	\$ 254.30	\$ 508.60
38 SPECIAL +P	X38S8HP		Super-X®	020892201330	020892209411	125	125 gr. Silvertip® Hollow Point	383	17	160	2800	10	500	50	\$53.81	\$ 48.49	\$ 484.90	\$ 969.80
38 SPECIAL +P	X38S7PH		Super-X®	020892201323	020892209404	125	125 gr. Jacketed Hollow Point	383	17	160	2720	10	500	50	\$35.16	\$ 31.68	\$ 316.80	\$ 633.60
38 SPECIAL +P	X38SPD		Super-X®	020892201354	020892209442	158	158 gr. Lead Hollow Point Semi-Wad Cutter	383	20	160	3200	10	500	50	\$42.32	\$ 38.14	\$ 381.40	\$ 762.80
38 SPECIAL +P	USA38JHP		Winchester	020892213173	020892213180	125	125 gr. Jacketed Hollow Point	383	17	160	2720	10	500	50	\$32.52	\$ 29.31	\$ 293.10	\$ 586.20
9MM LUGER	WC93		Super-X®	020892213012	020892213029	147	147 gr. WinClean®	314	16	200	3280	10	500	50	\$23.99	\$ 21.62	\$ 216.20	\$ 432.40
9MM LUGER	WC92		Super-X®	020892212992	020892213005	124	124 gr. WinClean®	314	15	200	2980	10	500	50	\$23.53	\$ 21.21	\$ 212.10	\$ 424.20
9MM LUGER	WC91		Super-X®	020892211605	020892211612	115	115 gr. WinClean®	314	14	200	2880	10	500	50	\$23.07	\$ 20.79	\$ 207.90	\$ 415.80
9MM LUGER	WIN9S		USA Forged	020892222151	020892222168	115	115 gr. FMJ- Brass Jacketed Lead Core	400	27	120	3320	5	750	150	\$59.60	\$ 53.72	\$ 268.60	\$ 358.13
9MM LUGER	WIN9SV		USA Forged	020892224148	020892224155	115	115 gr. FMJ- Brass Jacketed Lead Core	314	14	200	2800	10	500	50	\$20.74	\$ 18.69	\$ 186.90	\$ 373.80
9MM LUGER	W9MMLF	LF	Super Clean	020892222755	020892222762	90	90 gr. Zinc FMJ Super Clean NT®	314	11	200	2280	10	500	50	\$29.33	\$ 26.43	\$ 264.30	\$ 528.60
9MM LUGER	USA9MM1		Winchester	020892212336	020892212343	147	147 gr. Full Metal Jacket - Flat Nose	314	17	200	3480	10	500	50	\$25.03	\$ 22.56	\$ 225.60	\$ 451.20
9MM LUGER	USA9MM		Winchester	020892212312	020892212329	124	124 gr. Full Metal Jacket	314	16	200	3180	10	500	50	\$21.78	\$ 19.63	\$ 196.30	\$ 392.60

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HANDGUN-1



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AMMUNITION

**MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST - State of Nebraska
HANDGUN**

CONFIDENTIAL - EFFECTIVE: February 1, 2020 - December 31, 2020

Prices and specifications in this list supersede all previous lists and are subject to change without notice.
All weights are approximate. Average pallet weight included - 80 lbs.

CALIBER	SYMBOL	LEAD FREE	BRAND	BOX UPC	CASE UPC	WT GRS	DESCRIPTION	CUBIC INCH CASE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CASE	RDS PER BOX	RDS PER BOX	PRICE W/ FET /BOX	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M
9MM LUGER	USA9JHP2		Winchester	020892213517	020892213524	147	147 gr. Jacketed Hollow Point	314	17	200	3380	10	500	50	\$26.43	\$ 23.82	\$ 238.20	\$ 476.40
9MM LUGER	USA9JHP		Winchester	020892213159	020892213166	115	115 gr. Jacketed Hollow Point	314	14	200	2880	10	500	50	\$24.67	\$ 22.23	\$ 222.30	\$ 444.60
9MM LUGER	Q4172		Winchester	020892201989	020892207882	115	115 gr. Full Metal Jacket	314	15	200	2980	10	500	50	\$21.21	\$ 19.12	\$ 191.20	\$ 382.40
9MM LUGER	USA9MMVP		Winchester	020892212978	020892212985	115	115 gr. Full Metal Jacket	339	29	105	3125	10	1000	100	\$40.16	\$ 36.20	\$ 362.00	\$ 362.00
38 SUPER AUTO	X38ASHP		Super-X®	020892201408	020892209374	125	125 gr. Silvertip® Hollow Point	383	16	160	2640	10	500	50	\$49.93	\$ 44.99	\$ 449.90	\$ 899.80
38 SUPER AUTO	Q4205		Winchester	020892201965	020892207844	130	130 gr. Full Metal Jacket	383	16	200	3280	10	500	50	\$41.18	\$ 37.11	\$ 371.10	\$ 742.20
357 SIG	WC357SIG		Super-X®	020892213036	020892213043	125	125 gr. WinClean®	472	16	140	2250	10	500	50	\$39.03	\$ 35.17	\$ 351.70	\$ 703.40
357 SIG	Q4309		Winchester	020892211544	020892211551	125	125 gr. Full Metal Jacket	472	16	140	2250	10	500	50	\$44.41	\$ 40.02	\$ 400.20	\$ 800.40
357 SIG	USA357SJHP		Winchester	020892213197	020892213203	125	125 gr. Jacketed Hollow Point	472	16	140	2250	10	500	50	\$45.12	\$ 40.66	\$ 406.60	\$ 813.20
9X23MM WINCHESTER	X923W		Super-X®	020892208247	020892208254	125	125 gr. Silvertip® Hollow Point	307	15	200	2980	10	500	50	\$53.77	\$ 48.45	\$ 484.50	\$ 969.00
9X23MM WINCHESTER	Q4304		Winchester	020892210905	020892210912	124	124 gr. Jacketed Flat Point	314	16	200	3280	10	500	50	\$40.72	\$ 36.69	\$ 366.90	\$ 733.80
357 MAGNUM	X3575P		Super-X®	020892201453	020892209336	158	158 gr. Jacketed Soft Point	383	21	160	3440	10	500	50	\$42.55	\$ 38.35	\$ 383.50	\$ 767.00
357 MAGNUM	X3574P		Super-X®	020892200470	020892206564	158	158 gr. Jacketed Hollow Point	383	21	160	3360	10	500	50	\$42.55	\$ 38.34	\$ 383.40	\$ 766.80
357 MAGNUM	X3576P		Super-X®	020892201439	020892209343	125	125 gr. Jacketed Hollow Point	383	18	160	2880	10	500	50	\$42.55	\$ 38.34	\$ 383.40	\$ 766.80
357 MAGNUM	WC3571		Super-X®	020892212251	020892212268	125	125 gr. WinClean®	383	18	160	2880	10	500	50	\$37.41	\$ 33.71	\$ 337.10	\$ 674.20
357 MAGNUM	Q4204		Winchester	020892201958	020892209220	110	110 gr. Jacketed Hollow Point	383	16	160	2640	10	500	50	\$35.27	\$ 31.78	\$ 317.80	\$ 635.60
40 SMITH & WESSON	WC402		Super-X®	020892211667	020892211674	180	180 gr. WinClean®	472	19	140	2740	10	500	50	\$28.50	\$ 25.69	\$ 256.90	\$ 513.80
40 SMITH & WESSON	WC401		Super-X®	020892211643	020892211650	165	165 gr. WinClean®	472	19	140	2740	10	500	50	\$28.50	\$ 25.69	\$ 256.90	\$ 513.80
40 SMITH & WESSON	W40SWLF	LF	Super Clean	020892222779	020892222786	120	120 gr. Zinc FMJ Super Clean NT®	472	14	140	2040	10	500	50	\$31.00	\$ 27.94	\$ 279.40	\$ 558.80
40 SMITH & WESSON	USA40SW		Winchester	020892212350	020892212367	165	165 gr. Full Metal Jacket - Flat Nose	472	19	140	2740	10	500	50	\$24.09	\$ 21.71	\$ 217.10	\$ 434.20
40 SMITH & WESSON	USA40JHP		Winchester	020892213210	020892213227	180	180 gr. Jacketed Hollow Point	472	21	140	2950	10	500	50	\$29.93	\$ 26.98	\$ 269.80	\$ 539.60
40 SMITH & WESSON	Q4238		Winchester	020892203006	020892207905	180	180 gr. Full Metal Jacket	472	21	140	3020	10	500	50	\$25.40	\$ 22.89	\$ 228.90	\$ 457.80
40 SMITH & WESSON	USA40SWVP		Winchester	020892213654	020892213661	40	40 S&W 165 gr Full Metal Jacket	472	21	140	3020	5	500	100	\$44.92	\$ 40.49	\$ 202.45	\$ 404.90
44 REM MAGNUM	X44MS		Super-X®	020892208100	020892209732	210	210 gr. Silvertip® Hollow Point	243	11	288	3363	10	200	20	\$28.49	\$ 25.67	\$ 256.70	\$ 1,283.50



WINCHESTER
AMMUNITION

**MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST - State of Nebraska
HANDGUN**

CONFIDENTIAL - EFFECTIVE: February 1, 2020 - December 31, 2020

Prices and specifications in this list supersede all previous lists and are subject to change without notice.
All weights are approximate. Average pallet weight included - 80 lbs.

CALIBER	SYMBOL	LEAD FREE	BRAND	BOX UPC	CASE UPC	WT GRS	DESCRIPTION	CUBIC INCH CASE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CASE	RDS PER	RDS PER BOX	PRICE W/ FET /BOX	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M
44 REM MAGNUM	Q4240		Winchester	020892203150	020892209084	240	240 gr. Jacketed Soft Point	537	28	112	3216	10	500	50	\$57.81	\$ 52.10	\$ 521.00	\$ 1,042.00
45 AUTOMATIC	WC452		Super-X®	020892211704	020892211711	230	230 gr. WinClean®	472	24	140	3440	10	500	50	\$32.34	\$ 29.15	\$ 291.50	\$ 583.00
45 AUTOMATIC	USA45JHP		Winchester	020892213234	020892213241	230	230 gr. Jacketed Hollow Point	472	25	140	3510	10	500	50	\$36.23	\$ 32.65	\$ 326.50	\$ 653.00
45 AUTOMATIC	WC451		Super-X®	020892211681	020892211698	185	185 gr. WinClean®	472	24	140	3440	10	500	50	\$32.34	\$ 29.15	\$ 291.50	\$ 583.00
45 AUTOMATIC	USA45A		Winchester	020892212374	020892212381	185	185 gr. Full Metal Jacket - Flat Nose	472	22	140	3160	10	500	50	\$26.96	\$ 24.30	\$ 243.00	\$ 486.00
45 AUTOMATIC	Q4170		Winchester	020892201910	020892207868	230	230 gr. Full Metal Jacket	472	25	140	3510	10	500	50	\$29.65	\$ 26.73	\$ 267.30	\$ 534.60
45 AUTOMATIC	USA45AVP		Winchester	020892214163	020892214170	230	230 gr. Full Metal Jacket	236	25	132	3314	5	500	100	\$58.94	\$ 53.13	\$ 265.65	\$ 531.30
45 AUTOMATIC	W45LF	LF	Super Clean	020892223066	020892223073	160	160 gr. Zinc FMJ Super Clean NT®	472	13	153	2069	10	500	50	\$33.83	\$ 30.49	\$ 304.90	\$ 609.80
45 COLT	X45CSHP2		Super-X®	020892201699	020892209770	225	225 gr. Silvertip® Hollow Point	243	12	288	3421	10	200	20	\$29.06	\$ 26.19	\$ 261.90	\$ 1,309.50
45 COLT	USA45CB		Super -X	020892213616	020892213623	250	250 gr. Lead Cowboy Action	533	28	112	3216	10	500	50	\$57.09	\$ 51.45	\$ 514.50	\$ 1,029.00



WINCHESTER
AMMUNITION

MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST - State of Nebraska
RIMFIRE

CONFIDENTIAL - EFFECTIVE: February 1, 2020 - December 31, 2020

Prices and specifications in this list supersede all previous lists and are subject to change without notice.

All weights are approximate. Average pallet weight included - 80 lbs.

Category	SYMBOL	LEAD FREE	PACK	BRAND	BOX UPC	CASE UPC	Caliber	BULLET TYPE	WT GRS	CUBIC INCH CASE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CASE	RDS PER CASE	RDS PER BOX	PRICE W/ FET /BOX	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M
22 CALIBER	X22LR		PAPER	Super-X®	020892100138	020892100763	22 Long Rifle	Lead Round Nose	40	472	40	80	3280	100	5000	50	\$5.38	\$ 4.85	\$ 485.00	\$ 97.00
22 CALIBER	X22LRPP		PAPER	Super-X®	020892101050	020892101074	22 Long Rifle	Power-Point®	40	472	39	80	3208	100	5000	50	\$5.59	\$ 5.04	\$ 504.00	\$ 100.80
22 CALIBER	S22LRT		BULK	M-22	020892102767	020892102774	22 Long Rifle	Blk Plated Lead Round Nose	40	264	15	186	2822	2	2000	1000	\$112.73	\$ 101.60	\$ 203.20	\$ 101.60
22 CALIBER	22LR555HP		BULK	555	020892102477	020892102484	22 Long Rifle	Copper Plated HP	36	585	40	72	2946	10	5550	555	\$57.08	\$ 51.45	\$ 514.50	\$ 92.70

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14693 OC

PAGE 1 of 1	ORDER DATE 01/03/20
BUSINESS UNIT 9000	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 504000	
VENDOR ADDRESS: RAY OHERRON CO INC 3549 N VERMILION ST DANVILLE IL 61832-1351	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

FEBRUARY 01, 2020 THROUGH JANUARY 31, 2021

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

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

Original/Bid Document 5415 OF

Contract to supply and deliver Ammunition to the State of Nebraska as per the attached specifications for the contract period February 1, 2020 through January 31, 2021. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Michael O'Herron
Phone: 800-223-2097 Ext 110
Fax: 888-223-3235
E-Mail: bids@oherron.com

This is the third renewal of the contract as amended. (1/3/20 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS WINCHESTER RA223R-PSP	10.0000	CS	498.0000
2	223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS REMINGTON USA223R1	5,010.0000	CS	319.0000
3	WINCHESTER LAW MSRP LIST NON CORE 15 PERCENT DISCOUNT OFF REG RETAIL ITEMS	10,000.0000	\$	1.0000

1-7-20
Vicki Collins 1/3/20
BUYER
MATERIEL ADMINISTRATOR 1/7/2020

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

CONTRACT RENEWAL

July 8, 2019

Mr. Michael O'Herron
Ray OHerron CO INC
3549 N. Vermilion ST
Danville, IL 61832-1351

RE: Contract Number 14693 OC, Ammunition

Dear Mr. O'Herron:

The above named contract for providing Ammunition to the State of Nebraska expires January 31, 2020.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional one (1) year period, i.e. February 01, 2020 through January 31, 2021.

If this is agreeable with Ray OHerron CO INC, please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Ray OHerron CO INC does not intend to renew contract number 14693 OC and thus may begin the formal solicitation process to obtain Ammunition.

Sincerely,



Vicki Collins, Buyer
State Purchasing Bureau

Doug Carlson, Materiel Administrator

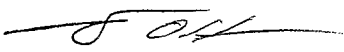
Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130
Lincoln, Nebraska 68508

OFFICE 402-471-6500
FAX 402-471-2089

das.nebraska.org

Ray OHerron CO INC is agreeable to the renewal of 14693 OC for Ammunition February 01, 2020 through January 31, 2021.

SIGNATURE: 

TITLE: Pres. Dent

DATE: 8/9/2019

Renewal is contingent upon price increase.

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14693 OC

PAGE 1 of 1	ORDER DATE 04/19/19
BUSINESS UNIT 9000	BUYER HOLLY GLASGOW (AS)
VENDOR NUMBER: 504000	
VENDOR ADDRESS: RAY OHERRON CO INC 3549 N VERMILION ST DANVILLE IL 61832-1351	

THE CONTRACT PERIOD IS:

FEBRUARY 01, 2019 THROUGH JANUARY 31, 2020

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

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

Original/Bid Document 5415 OF

Contract to supply and deliver Ammunition to the State of Nebraska as per the attached specifications for the contract period February 1, 2019 through January 31, 2020. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Michael O'Herron
Phone: 800-223-2097 Ext 110
Fax: 888-223-3235
E-Mail: bids@oherron.com

This is the second renewal of the contract as amended. (12/17/18 sc)

Amendment One (1) as attached. (4/19/19 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS WINCHESTER RA223R-PSP	10.0000	CS	498.0000
2	223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS REMINGTON USA223R1	5,010.0000	CS	319.0000
3	WINCHESTER LAW MSRP LIST NON CORE 15 PERCENT DISCOUNT OFF REG RETAIL ITEMS	10,000.0000	\$	1.0000

7-23-19
H
BUYER
MATERIEL ADMINISTRATOR
4-23-19
4/23/19

AMENDMENT ONE
 14693 OC
 Ammunition for the State of Nebraska
 Between
 The State of Nebraska and Ray O'Herron Co., Inc.

This Amendment (the "Amendment") is made by the State of Nebraska and Ray O'Herron Co., Inc. parties to Contract 14693 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Effective upon execution, lines one (1) and two (2) are deleted and replaced with the following:


Line	Description	Unit of Measure	Unit Price
1	223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS WINCHESTER RA223R-PSP	CS	\$498.00
2	223 CAL PRACTICE GR 55 GR 20 RD PER BX 50 PER CS REMINGTON USA 223R1	CS	\$319.00


The vendor contact information will be replaced and superseded with the following:

Vendor Contact: Michael O'Herron
 Phone: 800-223-2097 Ext 110
 Fax: 888-223-3235
 Email: bids@oherron.com

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska
 By: 
 Name: Doug Carlson
 Title: Materiel Administrator
 Date: 4/23/19

Contractor: Ray O'Herron Co., Inc.
 By: 
 Name: Michael O'Herron
 Title: President
 Date: 4/19/2019



2019 MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST- STATE OF NEBRASKA RANGER

CONFIDENTIAL - EFFECTIVE: February 1, 2019

Prices and specifications in this list supersede all previous lists and are subject to change without notice.
Applicable F.E.T. included. Without F.E.T. is shown to the nearest penny. All weights are approximate. Average pallet weight included - 80 lbs.

CALIBER/GAUGE	SYMBOL	BRAND	BOX UPC	CASE UPC	DESCRIPTION	WT/	CS/	WT/	BX/	ROUNDS PER	PRICE W/	PRICE W/O	PRICE W/O	PRICE W/O
						CASE	PALLET	CS	CS		FET	FET	FET	FET
12 GAUGE	RA1200	RANGER	020892009707	020892009721	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	29	104	3096	10	250 25	\$ 27.45	\$ 24.74	\$ 247.40	\$ 989.60
12 GAUGE	RA12005	RANGER	020892013599	020892013605	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	26	72	1952	50	250 5	\$ 5.43	\$ 4.89	\$ 244.50	\$ 978.00
12 GAUGE	RA12008	RANGER	020892013032	020892013049	12 Gauge 2 3/4 inches 8 pellets Ranger Buckshot Load	24	104	2597	10	250 25	\$ 27.45	\$ 24.74	\$ 247.40	\$ 989.60
12 GAUGE	RA120085	RANGER	020892013575	020892013582	12 Gauge 2 3/4 inches 8 pellets Ranger Buckshot Load	26	72	1952	50	250 5	\$ 5.43	\$ 4.89	\$ 244.50	\$ 978.00
12 GAUGE	RA1200HD	RANGER	020892015678	020892015685	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	27	104	2862	10	250 25	\$ 27.89	\$ 25.14	\$ 251.40	\$ 1,005.80
12 GAUGE	RA12RS15	RANGER	020892010963	020892010970	12 Gauge 2 3/4 inches Ranger Rifled Slug	26	72	1916	50	250 5	\$ 5.58	\$ 5.03	\$ 251.50	\$ 1,006.00
12 GAUGE	RA12RS15S	RANGER	020892020481	020892020498	12 Gauge 2 3/4 inches Ranger Segmenting Slug	26	72	1916	50	250 5	\$ 5.85	\$ 5.27	\$ 263.50	\$ 1,054.00
223 REM/556 NATO	RA556B	RANGER	020892218666	20892218673	5.56mm 64 grain Ranger Bonded Solid Base	31	91	2901	50	1000 20	\$ 33.55	\$ 30.23	\$ 1,511.50	\$ 1,511.50
223 REM/556 NATO	RA556M	RANGER	020892220393	20892220409	5.56mm 77 grain Match BTHP	35	91	3265	50	1000 20	\$ 31.26	\$ 28.17	\$ 1,408.50	\$ 1,408.50
223 REM/556 NATO	RA223BSTAY	RANGER	020892214187	020892223899	55 gr. Supreme® Ballistic Silvertip™	7	170	1236	10	1000 20	\$ 32.32	\$ 29.12	\$ 1,456.00	\$ 1,456.00
223 REM/556 NATO	RA223MY	RANGER	020892213319	020892223905	69 gr. Match Hollow Point Boattail	7	170	1236	10	1000 20	\$ 30.01	\$ 27.04	\$ 1,352.00	\$ 1,352.00
223 REM/556 NATO	RA223RY	RANGER	020892213333	020892223912	55 gr. Pointed Soft Point	6	170	1168	10	1000 20	\$ 23.00	\$ 20.72	\$ 1,036.00	\$ 1,036.00
223 REM/556 NATO	RA223R2Y	RANGER	020892213357	020892223929	64 gr. Power-Point Knurl	7	170	1202	10	1000 20	\$ 23.46	\$ 21.14	\$ 1,057.00	\$ 1,057.00
223 REM/556 NATO	RA556M855K	RANGER	020892217720	020892216617	62 gr. Penetrator M855	31	91	2901	50	1000 20	\$ 20.55	\$ 18.52	\$ 926.00	\$ 926.00
308 WINCHESTER	RA3085	RANGER	20892221673	20892221680	150 gr. Ranger Patrol	11	153	1763	10	200 20	\$ 33.01	\$ 29.75	\$ 297.50	\$ 1,487.50
367 SIG	RA357SB	RANGER	020892214750	020892214767	125 gr. Jacketed Hollow Point Bonded	16	140	2250	10	500 50	\$ 56.31	\$ 50.74	\$ 507.40	\$ 1,014.80
367 SIG	RA357SIGT	RANGER	020892211568	020892211575	125 gr. Jacketed Hollow Point T-Series	16	140	2250	10	500 50	\$ 46.14	\$ 41.58	\$ 415.80	\$ 831.60
38 SPECIAL +P	RA38110HP+	RANGER	020892203211	020892209244	110 gr. Jacketed Hollow Point +P+	15	160	2480	10	500 50	\$ 37.37	\$ 33.68	\$ 336.80	\$ 673.60
38 SPECIAL +P	RA38B	RANGER	020892218192	020892218208	130 gr. Jacketed Hollow Point Bonded	16	160	2640	10	500 50	\$ 41.52	\$ 37.41	\$ 374.10	\$ 748.20
380 AUTOMATIC	RA380T	RANGER	020892212510	020892212527	95 gr. Jacketed Hollow Point T-Series	12	200	2480	10	500 50	\$ 43.59	\$ 39.28	\$ 392.80	\$ 785.60
40 SMITH & WESSON	RA40180HP	RANGER	020892203259	020892209114	180 gr. Jacketed Hollow Point	21	140	3020	10	500 50	\$ 29.90	\$ 26.95	\$ 269.50	\$ 539.00
40 SMITH & WESSON	RA40B	RANGER	020892214798	020892214804	180 gr. Bonded	21	TBD	TBD	10	500 50	\$ 38.21	\$ 34.44	\$ 344.40	\$ 688.80
40 SMITH & WESSON	RA40BA	RANGER	020892214774	020892214781	165 gr. Jacketed Hollow Point Bonded	21	140	2950	10	500 50	\$ 38.21	\$ 34.43	\$ 344.30	\$ 688.60
40 SMITH & WESSON	RA40BB	RANGER	020892220096	020892220102	165 gr. Bonded	21	TBD	TBD	10	500 50	\$ 38.21	\$ 34.43	\$ 344.30	\$ 688.60
40 SMITH & WESSON	RA40T	RANGER	020892210080	020892210097	180 gr. Jacketed Hollow Point T-Series	21	140	3020	10	500 50	\$ 31.37	\$ 28.27	\$ 282.70	\$ 565.40
40 SMITH & WESSON	RA40TA	RANGER	020892212497	020892212503	165 gr. Jacketed Hollow Point T-Series	21	140	2950	10	500 50	\$ 31.55	\$ 28.43	\$ 284.30	\$ 568.60
46 AUTOMATIC	RA45B	RANGER	020892214811	020892214828	230 gr. Bonded	26	140	TBD	10	500 50	\$ 45.67	\$ 41.16	\$ 411.60	\$ 823.20
46 AUTOMATIC	RA45T	RANGER	020892210448	020892210455	230 gr. Jacketed Hollow Point T-Series	26	140	3650	10	500 50	\$ 38.95	\$ 35.10	\$ 351.00	\$ 702.00
46 AUTOMATIC	RA45TP	RANGER	020892213272	020892213289	230 gr. Jacketed Hollow Point T-Series +P	26	140	3720	10	500 50	\$ 38.95	\$ 35.10	\$ 351.00	\$ 702.00
45 GAP GLOCK AUTOMATIC PISTOL	RA45GB	RANGER	020892217485	020892217492	230 gr. Bonded	26	140	TBD	10	500 50	\$ 64.19	\$ 57.84	\$ 578.40	\$ 1,156.80



2019 MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST- STATE OF NEBRASKA RANGER

CONFIDENTIAL - EFFECTIVE: February 1, 2019

Prices and specifications in this list supersede all previous lists and are subject to change without notice.
Applicable F.E.T. included. Without F.E.T. is shown to the nearest penny. All weights are approximate. Average pallet weight included - 80 lbs.

CALIBER/GAUGE	SYMBOL	BRAND	BOX UPC	CASE UPC	DESCRIPTION	WT/	CS/	WT/	BX/	ROUNDS		PRICE W/	PRICE W/O	PRICE W/O	PRICE W/O
						CASE	PALLET	CS	CASE	BOX	/BOX	/BOX	/CASE	/M	
9MM LUGER	RA9115HP+	RANGER	020892203242	020892209268	115 gr. Jacketed Hollow Point +P+	14	200	2880	10	500	50	\$ 28.47	\$ 25.66	\$ 256.60	\$ 513.20
9MM LUGER	RA9124TP	RANGER	020892214248	020892214255	124 gr. Jacketed Hollow Point +P T-Series	15	200	2980	10	500	50	\$ 29.88	\$ 26.93	\$ 269.30	\$ 538.60
9MM LUGER	RA9147FMJ	RANGER	020892206144	020892209282	147 gr. Full Metal Jacket Encapsulated	17	200	3380	10	500	50	\$ 28.53	\$ 25.71	\$ 257.10	\$ 514.20
9MM LUGER	RA9B	RANGER	020892214736	020892214743	147 gr. Bonded	14	TBD	TBD	10	500	50	\$ 36.95	\$ 33.30	\$ 333.00	\$ 666.00
9MM LUGER	RA9BA	RANGER	020892214712	020892214729	124 gr. Jacketed Hollow Point Bonded	15	200	3080	10	500	50	\$ 36.95	\$ 33.30	\$ 333.00	\$ 666.00
9MM LUGER	RA9MMJHP	RANGER	020892203174	020892209299	115 gr. Jacketed Hollow Point	14	200	2880	10	500	50	\$ 28.09	\$ 25.31	\$ 253.10	\$ 506.20
9MM LUGER	RA9T	RANGER	020892210462	020892210479	147 gr. Jacketed Hollow Point T-Series	14	200	2980	10	500	50	\$ 29.04	\$ 26.17	\$ 261.70	\$ 523.40
9MM LUGER	RA9TA	RANGER	020892212534	020892212541	127 gr. Jacketed Hollow Point T-Series	16	200	3280	10	500	50	\$ 30.04	\$ 27.07	\$ 270.70	\$ 541.40
9MM NATO	RA9124N	RANGER	020892203235	020892209275	124 gr. Full Metal Case	16	200	3280	10	500	50	\$ 22.83	\$ 20.58	\$ 205.80	\$ 411.60



**2019 MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST- STATE OF NEBRASKA
FRANGIBLE**

CONFIDENTIAL - EFFECTIVE: February 1, 2019

Prices and specifications in this list supersede all previous lists and are subject to change without notice.
Applicable F.E.T. included. Without F.E.T. is shown to the nearest penny. All weights are approximate. Average pallet weight included - 80 lbs.

CALIBER/GAUGE	WINCHESTER SYMBOL	BRAND	BOX UPC	CASE UPC	GAUGE	WT/ CASE	CS/ PALLET		BX/ CS	ROUNDS PER		PRICE W/ FET /Box	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M
							WT/			CASE	BOX				
12 GAUGE	RA1200SF	Ranger	020892016156	020892016163	12 Gauge 2 3/4 Inch Frangible Shotshell	22	104	2342	10	250	25	\$ 68.72	\$ 61.92	\$ 619.20	\$ 2,476.80
12 GAUGE	RA12RSSF	Ranger	020892016118	020892016125	12 Gauge 2 3/4 Inch Frangible Shotshell	22	104	2394	10	250	25	\$ 62.70	\$ 74.52	\$ 745.20	\$ 2,980.80
223 REMINGTON	RA223SFY	Ranger	020892214224	020892223936	223 REM - 55 gr. - Sinterfire	7	170	1202	10	1000	20	\$ 29.57	\$ 26.64	\$ 1,332.00	\$ 1,332.00
5.56 MM	USA556JF		20892219816	020892219823	5.56MM 50 gr JF	29	91	2719	50	1000	20	\$ 27.95	\$ 25.18	\$ 1,259.00	\$ 1,259.00
357 SIG	RA357SSF	Ranger	020892214088	020892214095	100 gr. Frangible SF™	13	140	1900	10	500	50	\$ 65.57	\$ 59.08	\$ 590.80	\$ 1,181.60
40 SMITH & WESSON	RA40SF	Ranger	020892214101	020892214118	135 gr. Frangible SF™	16	140	2250	10	500	50	\$ 53.12	\$ 47.86	\$ 478.80	\$ 957.20
45 AUTO	RA45SF	Ranger	020892214200	020892214217	45 AUTO +P 175 gr. Sinterfire	21	140	3020	10	500	50	\$ 71.94	\$ 64.82	\$ 648.20	\$ 1,296.40
45 GAP GLOCK AUTO PISTOL	RA45GSF	Ranger	020892214699	020892214705	45 G.A.P. 175 gr. Sinterfire	24	140	3440	10	500	50	\$ 80.40	\$ 72.45	\$ 724.50	\$ 1,449.00
9MM LUGER	RA9SF	Ranger	020892214064	020892214071	100 gr. Frangible SF™	13	200	2680	10	500	50	\$ 42.93	\$ 38.68	\$ 386.80	\$ 773.60
9MM LUGER	RA9SF1	Ranger	020892214262	020892214279	90 gr. Frangible SF™	13	200	2580	10	500	50	\$ 42.20	\$ 38.03	\$ 380.30	\$ 760.60



2019 MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST- STATE OF NEBRASKA SHOTSHELL

CONFIDENTIAL - EFFECTIVE: February 1, 2019

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All weights are approximate. Average pallet weight included - 80 lbs.

CATEGORY	GAUGE	SYMBOL	LEAD FREE	Brand	DESCRIPTION	BOX UPC	CASE UPC	SHOT SIZE	LENGTH (INCH)	VEL (FPS)	DRAM EQIV	OZ SHOT SLUG WT/ # PELLETS	CUB INCH CASE	WT/ CS	CS/ PALLET	WT/ Pallet	BX/CS	RND9/ CS	RND5 PER BOX	PRICE W/ FET /BOX	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M
SLUG RIFLED	12 GAUGE	X12RS15		Super-X®	Foster Slug	020892000414	020892005976		2-3/4	1600		1	767	26	72	1916	50	250	5	\$5.88	\$5.12	\$256.00	\$1,024.00
GAME	12 GAUGE	XU126		Super-X®	Game	020892013230	020892013247	6	2-3/4	1290	3-1/4	1	562	23	104	2498	10	250	25	\$17.00	\$15.33	\$153.30	\$613.20
GAME	12 GAUGE	XU127		Super-X®	Game	020892013254	020892013261	7-1/2	2-3/4	1290	3-1/4	1	562	23	104	2498	10	250	25	\$17.00	\$15.33	\$153.30	\$613.20
GAME	12 GAUGE	XU128		Super-X®	Game	020892013278	020892013285	8	2-3/4	1290	3-1/4	1	562	23	104	2498	10	250	25	\$17.00	\$15.33	\$153.30	\$613.20
GAME	12 GAUGE	XU12H4		Super-X®	Heavy Game	020892013155	020892013162	4	2-3/4	1255	3-1/4	1 1/8	562	26	104	2784	10	250	25	\$17.33	\$15.63	\$156.30	\$625.20
GAME	12 GAUGE	XU12H6		Super-X®	Heavy Game	020892013179	020892013186	6	2-3/4	1255	3-1/4	1 1/8	562	26	104	2784	10	250	25	\$17.33	\$15.63	\$156.30	\$625.20
GAME	12 GAUGE	XU12H7		Super-X®	Heavy Game	020892013193	020892013209	7-1/2	2-3/4	1255	3-1/4	1 1/8	562	26	104	2784	10	250	25	\$17.33	\$15.63	\$156.30	\$625.20
GAME	12 GAUGE	XU12H8		Super-X®	Heavy Game	020892013216	020892013223	8	2-3/4	1255	3-1/4	1 1/8	562	26	104	2784	10	250	25	\$17.33	\$15.63	\$156.30	\$625.20
BUCKSHOT	12 GAUGE	XB1200		Super-X®	Buffered Shot	020892007078	020892007208	00 Buck	2-3/4	1325		9 Pellets	767	27	72	2006	50	250	5	\$5.88	\$5.28	\$264.00	\$1,056.00
BUCKSHOT	12 GAUGE	XB121		Super-X®	Buffered Shot	020892007093	020892007222	1 Buck	2-3/4	1250		18 Pellets	787	31	72	2294	50	250	5	\$8.39	\$7.56	\$378.00	\$1,512.00
BUCKSHOT	12 GAUGE	XB124		Super-X®	Buffered Shot	020892007108	020892007239	4 Buck	2-3/4	1325		27 Pellets	767	29	72	2183	50	250	5	\$8.20	\$7.39	\$369.00	\$1,476.00
TARGET	12 GAUGE	AAM127		A&B	Heavy Target	020892004344	020892004784	7-1/2	2-3/4	1200	3	1-1/8	549	26	104	2758	10	250	25	\$20.80	\$18.75	\$187.50	\$750.00
TARGET	12 GAUGE	AAM128		A&B	Heavy Target	020892004351	020892004771	8	2-3/4	1200	3	1-1/8	549	26	104	2758	10	250	25	\$20.80	\$18.75	\$187.50	\$750.00
TARGET	12 GAUGE	AA127		A&B	Light Target	020892004412	020892004832	7-1/2	2-3/4	1145	2-3/4	1-1/8	549	26	104	2758	10	250	25	\$20.80	\$18.75	\$187.50	\$750.00
TARGET	12 GAUGE	AA128		A&B	Light Target	020892004428	020892004849	8	2-3/4	1145	2-3/4	1-1/8	549	26	104	2758	10	250	25	\$20.80	\$18.75	\$187.50	\$750.00
TARGET	12 GAUGE	AAL127		A&B	Xtra-Lite™	020892004528	020892004900	7-1/2	2-3/4	1180	2-3/4	1	549	24	104	2578	10	250	25	\$20.00	\$18.03	\$180.30	\$721.20
TARGET	12 GAUGE	AAL128		A&B	Xtra-Lite™	020892004535	020892004917	8	2-3/4	1180	2-3/4	1	549	24	104	2578	10	250	25	\$20.00	\$18.03	\$180.30	\$721.20
TARGET	12 GAUGE	AA12FL8		A&B	Low Recoil	020892011250	020892011267	8	2-3/4	980	1 3/4	26 gm	549	24	104	2578	10	250	25	\$19.60	\$17.67	\$176.70	\$706.80
TARGET	20 GAUGE	AAH208		A&B	Heavy Target	020892009622	020892009639	8	2-3/4	1165	2-1/2	1	437	24	144	3464	10	250	25	\$18.00	\$16.23	\$162.30	\$649.20
TARGET	20 GAUGE	AA208		A&B	Target	020892004443	020892004863	8	2-3/4	1200	2-1/2	7/8	437	20	144	2996	10	250	25	\$18.00	\$16.23	\$162.30	\$649.20
TARGET	12 GAUGE	TRGT12M7		Super-X®	Super Target™	020892016194	020892016200	7-1/2	2-3/4	1200	3	1-1/8	562	28	104	2966	10	250	25	\$16.39	\$14.78	\$147.80	\$591.20
TARGET	12 GAUGE	TRGT12M8		Super-X®	Super Target™	020892016217	020892016224	8	2-3/4	1200	3	1-1/8	562	28	104	2966	10	250	25	\$16.39	\$14.78	\$147.80	\$591.20
TARGET	12 GAUGE	TRGT127		Super-X®	Super Target™	020892016231	020892016248	7-1/2	2-3/4	1145	2-3/4	1-1/8	562	26	104	2758	10	250	25	\$16.39	\$14.78	\$147.80	\$591.20
TARGET	12 GAUGE	TRGT128		Super-X®	Super Target™	020892016255	020892016262	8	2-3/4	1145	2-3/4	1-1/8	562	26	104	2758	10	250	25	\$16.39	\$14.78	\$147.80	\$591.20



2019 MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST- STATE OF NEBRASKA RIFLE

CONFIDENTIAL - EFFECTIVE: February 1, 2019

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All weights are approximate. Average pallet weight included - 80 lbs.

CALIBER	SYMBOL	LEAD FREE	BRAND	BOX UPC	CASE UPC	WT GRS	DESCRIPTION	CUBIC INCH CASE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CASE	RDS PER CASE	RDS PER BOX	PRICE W/ FET /BOX	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M
223 REMINGTON	USA223R1		Winchester	020892213111	020892213128	55	55 gr. Full Metal Jacket	684	29	91	2719	50	1000	20	\$14.77	\$13.31	\$665.50	\$665.50
223 REMINGTON	USA223R1L		USA	020892213111	020892225107	55	55 gr. Full Metal Jacket	684	29	91	2719	25	500	20	\$14.76	\$13.30	\$332.50	\$665.00
223 REMINGTON	USA223R3		USA	020892213135	020892213142	62	62 gr. Full Metal Jacket	617	30	91	2810	50	1000	20	\$18.50	\$16.67	\$833.50	\$833.50
223 REMINGTON	USA223L1		USA	020892224988	020892224995	55	223 Rem 55 gr FMJ USA Value	TBD	16	120	2000	4	600	150	\$105.04	\$94.65	\$378.60	\$631.00
223 REMINGTON	USA223LKY		USA	020892225060	020892225077	55	223 Rem 55 gr FMJ USA Value	TBD	53	48	2624	2	2000	1000	\$686.29	\$618.43	\$1,236.86	\$618.43
5.56 MM	Q3131		Winchester	020892201880	020892205444	55	55 gr. Full Metal Jacket	617	29	91	2719	50	1000	20	\$14.76	\$13.30	\$665.00	\$665.00
5.56 MM	Q3131L		Winchester	020892201880	020892225114	55	55 gr. Full Metal Jacket	617	29	91	2719	25	500	20	\$14.76	\$13.30	\$332.50	\$665.00
5.56 MM	USA556L1		USA	020892225008	020892225015	55	5.56MM 55 gr FMJ USA LC Value	TBD	16	120	2000	4	600	150	\$105.04	\$94.65	\$378.60	\$631.00
5.56 MM	USA556LKY		USA	020892225084	020892225091	55	5.56MM 55 gr FMJ USA LC Value	TBD	54	48	2672	2	2000	1000	\$686.29	\$618.43	\$1,236.86	\$618.43
5.56 MM	USA556JF		Winchester	020892219816	020892219823	50	5.56MM 50 gr JF	617	29	91	2719	50	1000	20	\$27.95	\$25.18	\$1,259.00	\$1,259.00
6.5 CREEDMOOR	S65CM		Match Expedition Big Game Long Range	020892220713	020892220720	140	140 gr. Boattail Hollowpoint	412	13	153	2069	10	200	20	\$48.33	\$43.55	\$435.50	\$2,177.50
6.5 CREEDMOOR	S65LR			020892223288	020892223295	142	142 gr. Accubond® LR®	412	13	153	2069	10	200	20	\$54.18	\$48.82	\$488.20	\$2,441.00
6.5 CREEDMOOR	X65DS		Deer Season XP™	020892223103	020892223110	125	125 gr. Extreme Point™ Polymer Tip	412	13	153	2069	10	200	20	\$35.12	\$31.65	\$316.50	\$1,582.50
308 WINCHESTER	S308WB	L,F	Razorback XT™	020892219311	020892219328	150	150 gr. Razorback XT™	417	12	153	1855	10	200	20	\$43.31	\$39.02	\$390.20	\$1,951.00
308 WINCHESTER	SBST308A		Ballistic Silvertip®	020892210363	020892210370	168	168 gr. Ballistic Silvertip®	412	13	153	2008	10	200	20	\$45.78	\$41.25	\$412.50	\$2,062.50
308 WINCHESTER	SBST308		Ballistic Silvertip®	020892210349	020892210356	150	150 gr. Ballistic Silvertip®	412	12	153	1916	10	200	20	\$45.78	\$41.25	\$412.50	\$2,062.50
308 WINCHESTER	S308M		Match	020892205512	020892210646	168	168 gr. Sierra MatchKing™ BTHP	412	13	153	2038	10	200	20	\$41.37	\$37.28	\$372.80	\$1,864.00
308 WINCHESTER	X3085		Super-X®	020892200395	020892205239	150	150 gr. Power-Point®	412	12	153	1947	10	200	20	\$33.01	\$29.75	\$297.50	\$1,487.50
308 WINCHESTER	USA3081		Winchester	020892212633	020892212640	147	147 gr. Full Metal Jacket Boal Tail	412	12	153	1855	10	200	20	\$30.72	\$27.68	\$276.80	\$1,384.00
308 WINCHESTER	X308SUBX		Super X® Subsonic Expanding	020892223301	020892223318	185	185 gr Subsonic Expanding Hollowpoint	412	13	153	2069	10	200	20	\$35.54	\$32.02	\$320.20	\$1,601.00
300 BLACKOUT	X300BLKX		Super X® Subsonic Expanding	020892223325	020892223332	200	200 gr Subsonic Expanding Hollowpoint	359	12	170	2120	10	200	20	\$30.90	\$27.84	\$278.40	\$1,392.00
300 BLACKOUT	X300BLKDS		Deer Season XP™	020892222670	020892222687	150	150 gr. Extreme Point™ Polymer Tip	359	11	170	1950	10	200	20	\$32.10	\$28.92	\$289.20	\$1,446.00
300 BLACKOUT	SUP300BLK		Super Suppressed	020892224483	020892224490	200	300 Blackout 200 gr Super Suppressed	359	12	170	2120	10	200	20	\$29.10	\$26.22	\$262.20	\$1,311.00
300 BLACKOUT	USA300BLK		USA	020892224568	020892224575	125	300 Blackout 125 gr Open Tip USA	359	11	170	1950	10	200	20	\$27.45	\$24.73	\$247.30	\$1,238.50
300 BLACKOUT	USA300BLKX		USA	020892224582	020892224599	200	300 Blackout 200 gr Open Tip USA	359	12	170	2120	10	200	20	\$27.45	\$24.74	\$247.40	\$1,237.00



2019 MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST- STATE OF NEBRASKA HANDGUN

CONFIDENTIAL - EFFECTIVE: February 1, 2019

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CALIBER	SYMBOL	LEAD FREE	BRAND	BOX UPC	CASE UPC	WT GRS	DESCRIPTION	CUBIC INCH CASE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CASE	RDS PER BOX	RDS PER BOX	PRICE W/ FET /BOX	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M
25 AUTOMATIC	Q4203		Winchester	020892201941	020892209527	50	50 gr. Full Metal Jacket	221	7	264	1796	10	500	50	\$33.25	\$ 29.96	\$ 299.60	\$ 599.20
32 AUTOMATIC	X32ASHP		Super-X®	020892200166	020892209558	60	60 gr. Silvertip® Hollow Point	221	10	264	2588	10	500	50	\$44.05	\$ 39.69	\$ 396.90	\$ 793.80
32 AUTOMATIC	Q4255		Winchester	020892205475	020892209534	71	71 gr. Full Metal Jacket	221	12	264	3248	10	500	50	\$37.30	\$ 33.61	\$ 336.10	\$ 672.20
380 AUTOMATIC	S380PDB		PDX1® Defender™	020892218642	020892218659	95	95 gr. Bonded PDX1® Defender™	205	6	288	1750	10	200	20	\$27.29	\$ 24.59	\$ 245.90	\$ 1,229.50
380 AUTOMATIC	X380ASHP		Super-X®	020892201255	020892209367	85	85 gr. Silvertip® Hollow Point	314	12	200	2480	10	500	50	\$43.48	\$ 39.18	\$ 391.80	\$ 783.60
380 AUTOMATIC	WC3801		Super-X®	020892212237	020892212244	95	95 gr. WinClean®	314	12	200	2480	10	500	50	\$29.69	\$ 26.75	\$ 267.50	\$ 535.00
380 AUTOMATIC	Q4206		Winchester	020892201972	020892207899	95	95 gr. Full Metal Jacket	314	12	200	2480	10	500	50	\$26.77	\$ 24.12	\$ 241.20	\$ 482.40
38 SPECIAL	X38S9HP		Super-X®	020892201262	020892209428	110	110 gr. Silvertip® Hollow Point	383	15	160	2480	10	500	50	\$43.47	\$ 39.17	\$ 391.70	\$ 783.40
38 SPECIAL	X38WCPSV		Super-X®	020892201279	020892209480	158	158 gr. Lead Semi-Wad Cutter	383	19	160	3040	10	500	50	\$33.31	\$ 30.02	\$ 300.20	\$ 600.40
38 SPECIAL	X38S1P		Super-X®	020892200180	020892209361	158	158 gr. Lead Round Nose	383	19	160	3040	10	500	50	\$41.44	\$ 37.34	\$ 373.40	\$ 746.80
38 SPECIAL	X38SMRP		Super-X®	020892201361	020892209435	148	148 gr. Lead Wad Cutter	314	17	200	3480	10	500	50	\$41.31	\$ 37.23	\$ 372.30	\$ 744.60
38 SPECIAL	WC381		Super-X®	020892211629	020892211636	125	125 gr. WinClean®	383	17	160	2720	10	500	50	\$31.07	\$ 28.00	\$ 280.00	\$ 560.00
38 SPECIAL	USA38SP		Winchester	020892212299	020892212305	125	125 gr. Jacketed Flai Point	383	16	160	2560	10	500	50	\$30.58	\$ 27.56	\$ 275.60	\$ 551.20
38 SPECIAL	Q4196		Winchester	020892201934	020892209213	150	150 gr. Lead Round Nose	383	17	160	2800	10	500	50	\$43.85	\$ 39.51	\$ 395.10	\$ 790.20
38 SPECIAL	Q4171		Winchester	020892201927	020892207875	130	130 gr. Full Metal Jacket	383	17	160	2720	10	500	50	\$32.76	\$ 29.52	\$ 295.20	\$ 590.40
38 SPECIAL +P	X38S8HP		Super-X®	020892201330	020892209411	125	125 gr. Silvertip® Hollow Point	383	17	160	2800	10	600	50	\$53.81	\$ 48.49	\$ 484.90	\$ 969.80
38 SPECIAL +P	X38S7PH		Super-X®	020892201323	020892209404	125	125 gr. Jacketed Hollow Point	383	17	160	2720	10	500	50	\$35.16	\$ 31.68	\$ 316.80	\$ 633.60
38 SPECIAL +P	X38SPD		Super-X®	020892201354	020892209442	158	158 gr. Lead Hollow Point Semi-Wad Cutter	383	20	160	3200	10	500	50	\$42.32	\$ 38.14	\$ 381.40	\$ 762.80
38 SPECIAL +P	USA38JHP		Winchester	020892213173	020892213180	125	125 gr. Jacketed Hollow Point	383	17	160	2720	10	500	50	\$32.52	\$ 29.31	\$ 293.10	\$ 586.20
9MM LUGER	X9MMST147		Super-X®	020892202573	020892209497	147	147 gr. Silvertip® Hollow Point	314	18	200	3680	10	500	50	\$37.76	\$ 34.03	\$ 340.30	\$ 680.60
9MM LUGER	X9MMSHHP		Super-X®	020892201392	020892206649	115	115 gr. Silvertip® Hollow Point	314	15	200	3080	10	500	50	\$37.76	\$ 34.03	\$ 340.30	\$ 680.60
9MM LUGER	WC93		Super-X®	020892213012	020892213029	147	147 gr. WinClean®	314	16	200	3280	10	500	50	\$23.83	\$ 21.48	\$ 214.80	\$ 429.60
9MM LUGER	WC92		Super-X®	020892212992	020892213005	124	124 gr. WinClean®	314	15	200	2980	10	500	50	\$23.37	\$ 21.06	\$ 210.60	\$ 421.20
9MM LUGER	WC91		Super-X®	020892211605	020892211612	115	115 gr. WinClean®	314	14	200	2880	10	500	50	\$22.92	\$ 20.66	\$ 206.60	\$ 413.20
9MM LUGER	WIN9S		USA Forged	020892222151	020892222168	115	115 gr. FMJ- Brass Jacketed Lead Core	400	27	120	3320	5	750	150	\$50.69	\$ 45.69	\$ 228.45	\$ 304.60
9MM LUGER	WIN9SV		USA Forged	020892224148	020892224155	115	115 gr. FMJ- Brass Jacketed Lead Core	314	14	200	2800	10	500	50	\$17.26	\$ 15.56	\$ 155.60	\$ 311.20
9MM LUGER	W9MMLF	LF	Super Clean	020892222755	020892222762	90	90 gr. ZINC FMJ Super Clean NT®	314	11	200	2280	10	500	50	\$29.43	\$ 26.52	\$ 265.20	\$ 530.40



2019 MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST- STATE OF NEBRASKA HANDGUN

CONFIDENTIAL - EFFECTIVE: February 1, 2019

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9MM LUGER	USA9MM1		Winchester	020892212336	020892212343	147	147 gr. Full Metal Jacket - Flat Nose	314	17	200	3480	10	500	50	\$23.98	\$ 21.61	\$ 216.10	\$ 432.20
9MM LUGER	USA9MM		Winchester	020892212312	020892212329	124	124 gr. Full Metal Jacket	314	16	200	3180	10	500	50	\$21.33	\$ 19.22	\$ 192.20	\$ 384.40
9MM LUGER	USA9JHP2		Winchester	020892213517	020892213524	147	147 gr. Jacketed Hollow Point	314	17	200	3380	10	500	50	\$26.43	\$ 23.82	\$ 238.20	\$ 476.40
9MM LUGER	USA9JHP		Winchester	020892213159	020892213166	115	115 gr. Jacketed Hollow Point	314	14	200	2880	10	500	50	\$24.67	\$ 22.23	\$ 222.30	\$ 444.60
9MM LUGER	Q4172		Winchester	020892201989	020892207802	115	115 gr. Full Metal Jacket	314	15	200	2980	10	500	50	\$20.73	\$ 18.68	\$ 186.80	\$ 373.60
9MM LUGER	USA9MMVP		Winchester	020892212978	020892212085	115	115 gr. Full Metal Jacket	339	29	105	3125	10	1000	100	\$38.25	\$ 34.48	\$ 344.80	\$ 344.80
38 SUPER AUTO	X38ASHP		Super-X®	020892201408	020892209374	125	125 gr. Silvertip® Hollow Point	383	16	160	2640	10	500	50	\$49.93	\$ 44.99	\$ 449.90	\$ 899.80
38 SUPER AUTO	Q4205		Winchester	020892201985	020892207844	130	130 gr. Full Metal Jacket	383	16	200	3280	10	500	50	\$40.37	\$ 36.38	\$ 363.80	\$ 727.60
357 SIG	WC357SIG		Super-X®	020892213036	020892213043	125	125 gr. WinClean®	472	16	140	2250	10	500	50	\$39.03	\$ 35.17	\$ 351.70	\$ 703.40
357 SIG	Q4309		Winchester	020892211544	020892211551	125	125 gr. Full Metal Jacket	472	16	140	2250	10	500	50	\$43.54	\$ 39.23	\$ 392.30	\$ 784.60
357 SIG	USA357SJHP		Winchester	020892213197	020892213203	125	125 gr. Jacketed Hollow Point	472	16	140	2250	10	500	50	\$45.13	\$ 40.67	\$ 406.70	\$ 813.40
9X23MM WINCHESTER	X923W		Super-X®	020892208247	020892208254	125	125 gr. Silvertip® Hollow Point	307	15	200	2980	10	500	50	\$53.77	\$ 48.45	\$ 484.50	\$ 969.00
9X23MM WINCHESTER	Q4304		Winchester	020892210905	020892210912	124	124 gr. Jacketed Flat Point	314	16	200	3280	10	500	50	\$40.72	\$ 36.69	\$ 366.90	\$ 733.80
357 MAGNUM	X357SP		Super-X®	020892201453	020892209336	158	158 gr. Jacketed Soft Point	383	21	160	3440	10	500	50	\$42.55	\$ 38.35	\$ 383.50	\$ 767.00
357 MAGNUM	X3574P		Super-X®	020892200470	020892206564	158	158 gr. Jacketed Hollow Point	383	21	160	3360	10	500	50	\$42.55	\$ 38.34	\$ 383.40	\$ 766.80
357 MAGNUM	X3576P		Super-X®	020892201439	020892209343	125	125 gr. Jacketed Hollow Point	383	18	160	2880	10	500	50	\$42.55	\$ 38.34	\$ 383.40	\$ 766.80
357 MAGNUM	X357SHP		Super-X®	020892201446	020892209350	145	145 gr. Silvertip® Hollow Point	383	20	160	3200	10	500	50	\$47.28	\$ 42.61	\$ 426.10	\$ 852.20
357 MAGNUM	WC3571		Super-X®	020892212251	020892212268	125	125 gr. WinClean®	383	18	160	2880	10	500	50	\$37.41	\$ 33.71	\$ 337.10	\$ 674.20
357 MAGNUM	Q4204		Winchester	020892201958	020892209220	110	110 gr. Jacketed Hollow Point	383	16	160	2640	10	500	50	\$35.27	\$ 31.78	\$ 317.80	\$ 635.60
40 SMITH & WESSON	X40SWSTHP		Super-X®	020892202597	020892209169	165	155 gr. Silvertip® Hollow Point	472	20	140	2810	10	500	50	\$42.96	\$ 38.71	\$ 387.10	\$ 774.20
40 SMITH & WESSON	WC402		Super-X®	020892211667	020892211674	180	180 gr. WinClean®	472	19	140	2740	10	500	50	\$28.50	\$ 25.69	\$ 256.90	\$ 513.80
40 SMITH & WESSON	WC401		Super-X®	020892211643	020892211650	165	165 gr. WinClean®	472	19	140	2740	10	500	50	\$28.50	\$ 25.69	\$ 256.90	\$ 513.80
40 SMITH & WESSON	W40SWLF	LF	Super Clean	020892222779	020892222786	120	120 gr. Zinc FMJ Super Clean NT®	472	14	140	2040	10	500	50	\$31.35	\$ 28.25	\$ 282.50	\$ 565.00
40 SMITH & WESSON	USA40SW		Winchester	020892212350	020892212367	185	185 gr. Full Metal Jacket - Flat Nose	472	19	140	2740	10	500	50	\$23.61	\$ 21.28	\$ 212.80	\$ 425.60
40 SMITH & WESSON	USA40JHP		Winchester	020892213210	020892213227	180	180 gr. Jacketed Hollow Point	472	21	140	2950	10	500	50	\$29.93	\$ 26.98	\$ 269.80	\$ 539.60
40 SMITH & WESSON	Q4238		Winchester	020892203006	020892207905	180	180 gr. Full Metal Jacket	472	21	140	3020	10	500	50	\$24.33	\$ 21.93	\$ 219.30	\$ 438.60
40 SMITH & WESSON	USA40SWVP		Winchester	020892213654	020892213661	40	40 S&W 165 gr Full Metal Jacket	472	21	140	3020	5	500	100	\$44.04	\$ 39.70	\$ 198.50	\$ 397.00

WINCHESTER AMMUNITION • 600 POWDER MILL ROAD • EAST ALTON, IL 62024-1273

TELEPHONE: 618 258-2000 • WEB SITE: <http://www.winchester.com>

HANDGUN-7



2019 MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST- STATE OF NEBRASKA HANDGUN

CONFIDENTIAL - EFFECTIVE: February 1, 2019

Prices and specifications in this list supersede all previous lists and are subject to change without notice.
All weights are approximate. Average pallet weight included - 80 lbs.

CALIBER	SYMBOL	LEAD FREE	BRAND	BOX UPC	CASE UPC	WT GRS	DESCRIPTION	CUBIC INCH CASE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CASE	RDS PER BOX	RDS PER BOX	PRICE W/ FET /BOX	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M
10MM AUTOMATIC	X10MMSHP		Super-X®	020892202153	020892209701	175	175 gr. SilverTip® Hollow Point	201	9	288	2614	10	200	20	\$22.51	\$ 20.26	\$ 202.80	\$ 1,014.00
44 REM MAGNUM	X44MS		Super-X®	020892208100	020892209732	210	210 gr. SilverTip® Hollow Point	243	11	288	3363	10	200	20	\$28.48	\$ 25.66	\$ 256.60	\$ 1,283.00
44 REM MAGNUM	Q4240		Winchester	020892203150	020892209084	240	240 gr. Jacketed Soft Point	537	28	112	3216	10	500	50	\$57.80	\$ 52.09	\$ 520.90	\$ 1,041.80
45 GLOCK AUTO PISTOL	X45GSHP		Super-X®	020892214675	020892214682	185	185 gr. SilverTip® Hollow Point	472	21	140	3020	10	500	50	\$54.75	\$ 49.34	\$ 493.40	\$ 996.80
45 GLOCK AUTO PISTOL	WC45G		Super-X®	020892214637	020892214644	230	230 gr. WinClean®	472	24	140	3440	10	500	50	\$48.51	\$ 43.72	\$ 437.20	\$ 874.40
45 GLOCK AUTO PISTOL	USA45GJHP		Winchester	020892214613	020892214620	230	230 gr. Jacketed Hollow Point	472	24	140	3440	10	500	50	\$46.86	\$ 42.23	\$ 422.30	\$ 844.60
45 GLOCK AUTO PISTOL	USA45G		Winchester	020892214590	020892214606	230	230 gr. Full Metal Jacket	472	24	140	3440	10	500	50	\$47.50	\$ 42.81	\$ 428.10	\$ 856.20
45 AUTOMATIC	X45ASHP2		Super-X®	020892201675	020892209756	185	185 gr. SilverTip® Hollow Point	201	10	288	2902	10	200	20	\$21.55	\$ 19.42	\$ 194.20	\$ 971.00
45 AUTOMATIC	WC452		Super-X®	020892211704	020892211711	230	230 gr. WinClean®	472	24	140	3440	10	500	50	\$32.34	\$ 29.15	\$ 291.50	\$ 583.00
45 AUTOMATIC	USA45JHP		Winchester	020892213234	020892213241	230	230 gr. Jacketed Hollow Point	472	25	140	3510	10	500	50	\$36.23	\$ 32.65	\$ 326.50	\$ 653.00
45 AUTOMATIC	WC451		Super-X®	020892211681	020892211698	185	185 gr. WinClean®	472	24	140	3440	10	500	50	\$32.34	\$ 29.15	\$ 291.50	\$ 583.00
45 AUTOMATIC	USA45A		Winchester	020892212374	020892212381	185	185 gr. Full Metal Jacket - Flat Nose	472	22	140	3150	10	500	50	\$26.43	\$ 23.82	\$ 238.20	\$ 476.40
45 AUTOMATIC	Q4170		Winchester	020892201910	020892207868	230	230 gr. Full Metal Jacket	472	25	140	3510	10	500	50	\$29.07	\$ 26.20	\$ 262.00	\$ 524.00
45 AUTOMATIC	USA45AVP		Winchester	020892214163	020892214170	230	230 gr. Full Metal Jacket	236	25	132	3314	6	500	100	\$57.78	\$ 52.08	\$ 260.40	\$ 520.80
45 AUTOMATIC	W45LF	LF	Super Clean	020892223066	020892223073	160	160 gr. Zinc FMJ Super Clean NT®	472	13	153	2069	10	500	50	\$35.52	\$ 32.01	\$ 320.10	\$ 640.20
45 COLT	X45CSHP2		Super-X®	020892201699	020892209770	225	225 gr. SilverTip® Hollow Point	243	12	288	3421	10	200	20	\$29.07	\$ 26.20	\$ 262.00	\$ 1,310.00
45 COLT	USA45CB		Super -X	020892213616	020892213623	250	250 gr. Lead Cowboy Action	533	28	112	3216	10	500	50	\$57.08	\$ 51.44	\$ 514.40	\$ 1,028.80



**2019 MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST- STATE OF NEBRASKA
RIMFIRE**

CONFIDENTIAL - EFFECTIVE: February 1, 2019

Prices and specifications in this list supersede all previous lists and are subject to change without notice.
All weights are approximate. Average pallet weight included - 80 lbs.

Category	SYMBOL	LEAD FREE	PACK	BRAND	BOX UPC	CASE UPC	Caliber	BULLET TYPE	WT GRS	CUBIC INCH CASE	WT/ CASE	CS/ PALLET	WT/ PALLET	BX/ CASE	RDS PER CASE	RDS PER BOX	PRICE W/ FET /BOX	PRICE W/O FET /BOX	PRICE W/O FET /CASE	PRICE W/O FET /M
22 CALIBER	X22LR		PAPER	Super-X®	020892100138	020892100763	22 Long Rifle	Lead Round Nose	40	472	40	80	3280	100	5000	50	\$5.13	\$ 4.62	\$ 462.00	\$ 92.40
22 CALIBER	X22LRPP		PAPER	Super-X®	020892101050	020892101074	22 Long Rifle	Power-Point®	40	472	39	80	3208	100	5000	50	\$5.30	\$ 4.78	\$ 478.00	\$ 95.60
22 CALIBER	S22LRT		BULK	M-22	020892102767	020892102774	22 Long Rifle	Blk Plated Lead Round Nose	40	264	15	186	2822	2	2000	1000	\$102.23	\$ 92.15	\$ 184.30	\$ 92.15
22 CALIBER	22LR555HP		BULK	555	020892102477	020892102484	22 Long Rifle	Copper Plated HP	36	585	40	72	2946	10	5550	555	\$51.77	\$ 46.66	\$ 466.60	\$ 84.07

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14693 OC

PAGE 1 of 1	ORDER DATE 12/17/18
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 504000	
VENDOR ADDRESS: RAY OHERRON CO INC 3549 N VERMILION ST DANVILLE IL 61832-1351	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

FEBRUARY 01, 2019 THROUGH JANUARY 31, 2020

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

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

Original/Bid Document 5415 OF

Contract to supply and deliver Ammunition to the State of Nebraska as per the attached specifications for the contract period February 1, 2019 through January 31, 2020. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Hillary Clapp
Phone: 800-223-2097 Ext 110
Fax: 888-223-3235
E-Mail: hclapp@oherron.com and bids@oherron.com

This is the second renewal of the contract as amended. (12/17/18 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS WINCHESTER RA223R-PSP	10.0000	CS	513.0000
2	223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS REMINGTON USA223R1	5,010.0000	CS	336.0000
3	WINCHESTER LAW MSRP LIST NON CORE 15 PERCENT DISCOUNT OFF REG RETAIL ITEMS	10,000.0000	\$	1.0000

12-2018
in
Christie Kelly 12/18/18
BUYER
[Signature]
MATERIEL ADMINISTRATOR

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

CONTRACT RENEWAL

July 16, 2018

Hillary Clapp
Ray OHerron Co. Inc.
3549 N Vermillion St.
P.O. Box 1070
Danville, IL 61834-1070

RE: Contract Number 14693 OC, Ammunition

Dear Ms. Clapp:

The above named contract for providing Ammunition to the State of Nebraska expires **February 1, 2019**.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for one (1) additional one (1) year period, i.e. February 1, 2019 through January 31, 2020.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING**.

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Invitation to Bid, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. § 84-602. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary".

Contractor represents and warrants that the contents of this response to Invitation to Bid and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

David D. Zwart, Materiel Administrator

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130
Lincoln, Nebraska 68508

OFFICE 402-471-6500
FAX 402-471-2089

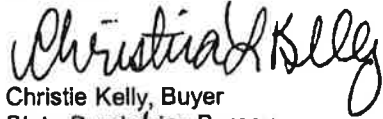
das.nebraska.org

July 16, 2018
Page 2

If this is agreeable with Ray OHerron Co. Inc., please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Ray OHerron Co. Inc. does not intend to renew contract number 14693 OC and thus may begin the formal solicitation process to obtain Ammunition.

Sincerely,



Christie Kelly, Buyer
State Purchasing Bureau

DATE: 7/16/18

Ray OHerron Co. Inc. is agreeable to the renewal of 14693 OC for Ammunition February 1, 2019 through January 31, 2020.

SIGNATURE: 

TITLE: President

DATE: 8/16/2018

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14693 OC

PAGE 1 of 1	ORDER DATE 1/11/18
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 504000	
VENDOR ADDRESS: RAY OHERRON CO INC 3549 N VERMILION ST PO BOX 1070 DANVILLE IL 61834-1070	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

FEBRUARY 01, 2018 THROUGH JANUARY 31, 2019

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

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

Original/Bid Document 5415 OF

Contract to supply and deliver ammunition to the State of Nebraska as per the attached specifications for the contract period February 1, 2018 through January 31, 2019. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Hillary Clapp
Phone: 800-223-2097 Ext 110
Fax: 888-223-3235
E-Mail: hclapp@oherron.com and bids@oherron.com

This is the first renewal of this contract as amended. (ml 1/11/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	223 CAL DUTY 55 GR 20 RD PER BX 50 BX PER CS WINCHESTER RA223R-PSP	10.0000	CS	513.0000
2	223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS REMINGTON USA223R1	5,010.0000	CS	336.0000
3	WINCHESTER LAW MSRP LIST NON CORE 15 PERCENT DISCOUNT OFF REG RETAIL ITEMS	10,000.0000	\$	1.0000

1. 11.18
PC
Christie Kelly 1/11/18
BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14693 OC

PAGE 1 of 1	ORDER DATE 02/1/17
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 504000	
VENDOR ADDRESS: RAY OHERRON CO INC 3549 N VERMILION ST PO BOX 1070 DANVILLE IL 61834-1070	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

FEBRUARY 01, 2017 THROUGH JANUARY 31, 2018

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

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

Original/Bid Document 5415 OF

Contract to supply and deliver ammunition to the State of Nebraska as per the attached specifications for the contract period February 1, 2017 through January 31, 2018. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Hillary Clapp
Phone: 800-223-2097 Ext 110
Fax: 888-223-3235
E-Mail: hclapp@oherron.com and bids@oherron.com

(cp 2/1/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	223 CAL DUTY 55 GR 20 RD PER BX 50 BX PER CS WINCHESTER RA223R-PSP	10.0000	CS	513.0000
2	223 CAL PRACTICE 55 GR 20 RD PER BX 50 BX PER CS REMINGTON USA223R1	10.0000	CS	336.0000
3	WINCHESTER LAW MSRP LIST NON CORE 15 PERCENT DISCOUNT OFF REG RETAIL ITEMS	10,000.0000	\$	1.0000


BUYER
MATERIEL ADMINISTRATOR

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: 402-471-6500
Fax: 402-471-2089

Date	8/18/16	Page	1 of 2
Solicitation Number	5415 OF		
Opening Date and Time	09/13/16	2:00 pm	
Buyer	CHRISTIE KELLY (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

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

Contract to supply and deliver ammunition to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(fc 08/15/16)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	.40 CALIBER DUTY 180 Grain Brass Jacketed Hollow Point: Remington Golden Saber Index # GSB40SWB, Winchester RA40B or equivalent.	21.0000	M	\$355.00	\$7,455.00
2	.40 CALIBER PRACTICE 180 Grain; Speer Lawman 53652 or equivalent	131.0000	M	\$232.00	\$30,392.00
3	9MM DUTY 135 Grain, Brass Jacketed Hollow Point: Hornady FlexLock Critical Duty Item # 90236 or EQUIVALENT.	10.0000	M	No Bid	No Bid
4	9MM PRACTICE 124 GRAIN	61.0000	M	\$195.00	\$11,895.00

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 0 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within *** days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED. ***See Delivery Attachment

Sign Ray O'Herron
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# 37-0916018
VENDOR: Ray O'Herron Co., Inc.
Address: 3549 N. Vermillion Strett PO Box 1070
Danville, Illinois 61834

Contact Hilary Brooks
Telephone 800-223-2097
Facsimile 888-223-3235
Email bids@oherron.com

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: 402-471-6500
Fax: 402-471-2089

Date	8/18/16	Page	2 of 2
Solicitation Number	5415 OF		
Opening Date and Time	09/13/16	2:00 pm	
Buyer	CHRISTIE KELLY (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Remington R9MM2, Speer 53651 or equivalent				
5	.45 CALILBER DUTY 220 Grain, +p flex tip Hornady 90925 No alternate accepted	45.0000	M	<u>No Bid</u>	<u>No Bid</u>
6	.45 CALIBER PRACTICE 230 Grain Full Metal Jacket: Speer 53653 or equivalent	579.0000	M	<u>\$262.00</u>	<u>\$151,698.00</u>
7	.223 CALIBER DUTY; 75 GRAIN 75 Grain, Copper jacketed Hornady TAP FPD # 83268 OR equivalent	10.0000	M	<u>No Bid</u>	<u>No Bid</u>
8	.223 CALIBER DUTY; 62 GRAIN 62 Grain Copper jacketed, Hornady TAP Barrier #83285	10.0000	M	<u>No Bid</u>	<u>No Bid</u>
9	.223 DUTY CALIBER; 55 GRAIN 55 Grain, Pointed Soft Point: Winchester RA223R-PSP, Federal T223A No alternate accepted	10.0000	M	<u>\$513.00</u>	<u>\$5,130.00</u>
10	.223 CALIBER PRACTICE 55 GRAIN 55 Grain Hornady #80275 Remington USA223R1 or Equivalent	10.0000	M	<u>\$336.00</u>	<u>\$3,360.00</u>
11	.308 CALIBER DUTY 168 Grain Hornaday 308 Win TAP FPD or equivalent	2.0000	M	<u>\$950.00</u>	<u>\$1,900.00</u>
12	00 BUCK DUTY 9 PELLET Federal IE127-00 or equivalent	14.0000	M	<u>\$461.00</u>	<u>\$6,454.00</u>
13	RIFLED SLUG 1 OZ. HOLLOW POINT Winchester X12RS15, Federal 127RS or equivalent	2.0000	M	<u>\$504.00</u>	<u>\$1,008.00</u>
14	BIRD SHOT 7.50 -8 PELLET Winchester TRG127, Federal TGL128 or equivalent	2.0000	M	<u>\$233.00</u>	<u>\$466.00</u>
15	% DISCOUNT OFF CATALOG AND/OR PRICE LIST	1.0000	%	<u>15% off retail</u>	<u></u>

Catalog and/or Price List Name Manufacturer Suggested Law Enforcement Price List

Categories (Optional) Names - Hornaday, Speer, Remington, Winchester, Federal Winchester

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the Invitation to Bid. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Change Order: Document that provides amendments to an executed purchase order.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract or awarded purchase order to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by a Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

FPS: Feet Per Second

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, ITB (written solicitation) or contract are completed.

Invitation to Bid (ITB): A written solicitation utilized for obtaining competitive offers.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for

assignment of universal commodity codes to goods and services.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal bids.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal/Bid Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. SCOPE OF THE INVITATION TO BID (ITB)

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB, is issuing this Invitation To Bid, Number 5415 OF for the purpose of selecting a qualified Contractor(s) to provide Ammunition.

A contract(s) resulting from this Invitation To Bid will be issued approximately for a period of one (1) year effective the date of award. The contract(s) has the option to be renewed for four (4) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>

A. SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1.	Release Invitation To Bid	August 18, 2016
2.	Last day to submit written questions	August 30, 2016
3.	State responds to written questions through Invitation To Bid "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	September 1, 2016
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 13, 2016 2:00 PM Central Time

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Invitation To Bid reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Christie Kelly
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

B. GENERAL INFORMATION

The Invitation To Bid (ITB) is designed to solicit bids from qualified vendors who will be responsible for providing Ammunition at a competitive and reasonable cost. Bids that do not conform to the mandatory items as indicated in the Invitation To Bid will not be considered.

Bids shall conform to all instructions, conditions, and requirements included in the Invitation To Bid. Prospective Bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Invitation To Bid, and respond to each requirement in the format prescribed.

In addition to the provisions of this Invitation To Bid and the awarded bid, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

A fixed-price contract(s) will be awarded as a result of this Invitation to Bid.

C. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Invitation To Bid is issued until a determination is announced regarding the contract award, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Invitation To Bid. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this ITB.

Once a Contractor is preliminarily selected, as documented in the intent to award, that Contractor is restricted from communicating with State staff until a contract is signed. The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Invitation To Bid or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations; and
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a Bidder's bid and/or selection irrespective of any other condition. No individual member of the State or employee of the State is empowered to make binding statements regarding this Invitation To Bid. The Buyer will issue any clarifications or opinions regarding this Invitation To Bid in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a Bidder regarding the meaning or interpretation of any Invitation To Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 5415 OF; Ammunition Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov Questions may also be sent by facsimile to 402-471-2089, and must include a cover sheet clearly indicating that the transmission is to the attention of Christie Kelly, showing the total number of pages transmitted, and clearly marked "ITB Number 5415 OF Ammunition Questions".

It is recommended that Bidders submit questions sequentially numbered and include the Invitation To Bid reference and page number (see format below).

Question Number	ITB Section References	ITB Page Number	Question

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

E. SUBMISSION OF BIDS

The following describes the requirements related to bid submission, bid handling, and review by the State.

To facilitate the evaluation process, one (1) original of the entire bid should be submitted. Bids must be submitted by the bid due date and time. **A separate sheet must be provided that clearly states which sections, if applicable, have been submitted as proprietary or have copyrighted materials.** All proprietary information the Bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Invitation To Bid number must be included in all correspondence.

F. IMPORTANT NOTICE LANGUAGE

Bid responses should include the completed Form A, Bidder Contact Sheet. Bids must reference the Invitation To Bid number and be sent to the specified address. Please note that the address label should appear as specified in Section II Part A on the page of the calendar or bidder's bid response packet. Rejected late bids will be returned to the bidder unopened.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or non-confidential information as defined by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

G. 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.

H. PRICE ADJUSTMENTS DURING CONTRACT TERM

Any request for a price adjustment must be submitted in writing to the State Purchasing Bureau, a minimum of thirty (30) days prior to proposed effective date of increase, and must show cause with supporting documentation (such as notification letter from manufacturer). 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. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.

I. PAYMENT

Payment will be made by the responsible agency in accordance with the State of Nebraska Prompt Payment Act, Neb. Rev. Stat. §§ 81-2401 through 81-2408. The State may request that payment be made electronically instead of by state warrant.

J. BID 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 alternations 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.

K. BID OPENING

The sealed bids will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Bids will be available for viewing by those present at the bid opening. Vendors may also contact the State to schedule an appointment for viewing bids after the Intent to Award has been posted to the website.

L. ELECTRONIC DOCUMENTS/FACSIMILE SUBMISSIONS

The State Purchasing Bureau will not accept electronic responses to an Invitation To Bid for a commodity contract at any dollar amount. However, an exception applies to one-time purchase bids under \$25,000. These one-time purchase bids may be submitted by electronic means, but cannot exceed ten (10) pages.

Sealed responses to an Invitation To Bid that contain a two party bid, may include electronic pages transmitted between the two parties, but these documents cannot be submitted to the State Purchasing Bureau by electronic means. No direct electronic solicitation responses will be accepted for a commodity contract of any estimated value.

M. 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.

N. 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 judgment of the State Procurement Manager, 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 specification, and the Bidder shall be held liable therefore.

O. LATE BIDS

Bids received after the time and date of the bid opening will be considered late bids. Rejected late bids will be returned to the Bidder unopened. The State is not responsible for bids that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

P. NO BID

If not submitting a bid, respond by returning the Invitation To Bid form explaining the reason in the space provided. **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.

Q. 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.

R. REJECTION OF BIDS

The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The State reserves the right to reject any or all bids and re-advertise for bids; and further reserves the right to waive any informality or irregularity.

S. EVALUATION OF BIDS

All responses to this Invitation To Bid which fulfill all mandatory requirements will be evaluated for conformance to requested specifications. Elements that may also be considered include but are not limited to:

1. The ability, capacity, and skill of the Bidder to deliver and implement the system or project, or provide the requested goods, that meet the requirements of the Invitation to Bid;
2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
3. Whether the Bidder can perform the contract within the specified time frame;
4. The quality of Bidder performance on prior contracts; and
5. Such other information that may be secured and that has a bearing on the decision to award the contract.

T. BID TABULATIONS

Bid tabulations are available on the website at: http://www.nebraska.gov/das/materiel/purchasing/bid_tab_search/consearch.cgi

Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined, after the evaluation period is over, during normal business hours by appointment.

U. MANDATORY REQUIREMENTS

The bids will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Bids not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Invitation To Bid for Commodity Contract form, signed in ink; and
2. The completed Invitation To Bid document.

V. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that may be identified by the company in the bid, those indicated through the explicitly specified contacts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects. The State may use a third party to conduct reference checks.

W. RECYCLING

As outlined in Neb. Rev. Stat. § 81-15,159, a preference shall be given to those Bidders that provide products, materials, or supplies which are manufactured or produced from recycled material or that can be readily reused or recycled after its normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

X. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All Bidders should be authorized to transact business in the State of Nebraska. All Bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the Bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certification of registration. Further, all Bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

Y. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Nonresident Bidder 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. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

Z. EVALUATION CRITERIA AND AWARD

The State of Nebraska reserves the right to evaluate bids in a manner, and utilizing methods, selected in the State of Nebraska's best interest and discretion. The State of Nebraska may waive informalities or irregularities in bids if the waiver is in the best interest of the State of Nebraska and such waiver does not prejudice other bidders in the State of Nebraska's discretion. After evaluation of the bids, the State of Nebraska may take, in the State's discretion, one or more of the following actions:

- Accept or reject a portion of or all of a bid;
- Accept or reject all bids;
- Withdraw the Invitation to Bid;
- Elect to rebid the Invitation to Bid;
- Award single lines or multiple lines to one or more bidders; or,
- Award one (1) or more complete contracts.

The State of Nebraska reserves the right to make awards that are in the best interest of the State of Nebraska. The State of Nebraska may consider, but is not limited to, one or more of the following award criteria:

Price;
Location;
Quality;
Delivery time; and,
State contract management requirements or costs.

Multiple awards may be issued, based on Ammunition type. Evaluation will compare overall low totals per bid against overall low totals by type of Ammunition.

By submitting a bid in response to this Invitation to Bid, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once an Intent to Award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

AA. POLITICAL SUB-DIVISIONS

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

BB. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Invitation To Bid or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Termination of the resulting contract;
4. Legal action;
5. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. INVITATION TO BID - TERMS AND CONDITIONS

By signing the "Invitation To Bid" form, the Bidder guarantees compliance with the provisions stated in this Invitation To Bid, agrees to the Terms and Conditions unless otherwise agreed to, and certifies Bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a Bidder may indicate any exceptions to the Terms and Conditions by one (1) clearly identifying the term or condition by subsection, and two (2) including an explanation for the Bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the Bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a Bidder's bid. Bidders must include completed Section III with their ITB response.

The State of Nebraska is soliciting bids in response to the ITB. The State of Nebraska will not consider bids that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this ITB must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the ITB or resulting contract the Bidder's clause shall be subordinate to the ITB or resulting contract.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
RO			

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

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

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation To Bid form and the Contractor's Bid Response 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

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

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

B. DEBARMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
RO			

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

C. SPECIFICATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
RO			

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 Procurement Manager will be the sole judge of equivalency. The Bidder may offer any brands 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.

D. SAMPLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
RO			

When requested, samples shall be furnished at the Bidder's expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the Bidder's 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 Bidder's expense, if requested, or will be donated to a public institution.

E. PERFORMANCE AND DEFAULT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
RO			

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.

F. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
RO			

Bidder certifies that it maintains a drug free workplace 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.

G. NE ACCESS TECHNOLOGY STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
RO			

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

H. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
RO			

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. 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, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor 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.

I. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
RO			

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

J. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
RO			

The State may already have in place or choose to award supplemental contracts related to this Invitation To Bid or any portion thereof.

1. The State reserves the right to award the contract jointly between two (2) or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.
3. The State reserves the right to award multiple contracts or to award line by line contract.

K. CONTRACTOR RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
RO			

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Invitation To Bid, the Contractor's bid, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

L. CONTRACT CONFLICTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
RO			

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

M. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
RO			

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. In no event shall the Contractor be paid for a loss of anticipated profit.

N. RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
RO			

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the State's findings to Contractor.

O. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
RO			

By submitting a bid, Bidder certifies that there does not now exist any relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Invitation To Bid or project.

The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

LL. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
RO			

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this ITB.

3. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

MM. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
RO			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

V. INVITATION TO BID - TECHNICAL SPECIFICATIONS

A. 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.

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

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

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at its sole discretion whether or not the Bidder's alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			1. 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.
yes			2. 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.
yes			3. 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 Invitation To bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Facsimile 402-471-2089 or e-mailed to AS Materiel Purchasing as.materielpurchasing@nebraska.gov by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

C. .40 CALIBER DUTY ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			1. 180 Grain; brass jacketed hollow point; Remington Golden Saber Index # GSB40SWB, Winchester RA40B, or EQUIVALENT .
yes			a. Remington Golden Saber Index # GSB40SWB, Winchester #RA40B or EQUIVALENT .
yes			b. 180 grain.
yes			c. Bullet(s) shall be bonded or EQUIVALENT capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing.
yes			d. Brass jacketed hollow point.
yes			e. New casings.
yes			f. Minimum 1,000 feet per second muzzle velocity.

yes			g.	Minimum four-hundred (400) foot pounds muzzle energy.
yes			h.	.40 Caliber Duty rounds to be packaged fifty (50) rounds per box, ten (10) boxes per case.
yes			i.	<p>Delivery of .40 Caliber Duty Ammunition to be within 180 calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within 180 calendar days after receipt of order, please specify how many calendar days after receipt of order .40 Caliber Duty Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond 180 calendar days may be an award consideration.</p>
NOTES/COMMENTS: Winchester RA40B				

D. .40 CALIBER PRACTICE ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE		
yes			1.	180 Grain, Speer Lawman 53652 or EQUIVALENT.
yes			a.	Speer Lawman 53652 or EQUIVALENT.
yes			b.	180 grain.
yes			c.	New casings.
yes			d.	Full metal jacket.
yes			e.	Ball ammunition.
yes			f.	Minimum 970 feet per second muzzle velocity.
yes			g.	.40 Caliber practice rounds to be packaged fifty (50) rounds per box, ten (10) boxes per case.
yes			h.	<p>Delivery of .40 Caliber Practice Ammunition to be within 180 calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within 180 calendar days after receipt of order, please specify how many calendar days after receipt of order .40 Caliber Practice Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond 180 calendar days may be an award consideration.</p>
NOTES/COMMENTS: Winchester Q4238				

E. 9 MM DUTY AMMUNITION

YES	NO	NO & PROVIDE ALTERNATIVE	
	No		1. 135 Grain, Brass Jacketed Hollow Point: Hornady FlexLock Critical Duty Item #90236 or EQUIVALENT.
	No		a. Hornady FlexLock Critical Duty Item #90236 or EQUIVALENT.
	No		b. 135 grain.
	No		c. Bullets shall be bonded or EQUIVALENT , capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing.
	No		d. Brass jacketed hollow point.
	No		e. New casings.
	No		f. Minimum 1,010 feet per second muzzle velocity.
	No		g. Minimum 360 foot pounds muzzle energy.
	No		h. 9MM Duty rounds to be packaged twenty-five (25) or fifty (50) rounds per box, ten (10) boxes per case. Please specify rounds per box: _____
	No		i. Delivery of 9MM Duty Ammunition to be within 180 calendar days after receipt of order: If bidder cannot guarantee delivery within 180 calendar days after receipt of order, please specify how many calendar days after receipt of order 9MM Duty Ammunition will be delivered within: _____ Note: Deliveries quoted beyond 180 calendar days may be an award consideration.
NOTES/COMMENTS: No Bid			

F. 9MM PRACTICE ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			1. 124 Grain: Remington R9MM2, Speer 53651 or EQUIVALENT.
yes			a. Remington R9MM2, Speer 53651 or EQUIVALENT.
yes			b. 124 grain.
yes			c. Ball ammunition.
yes			d. Full metal jacket.
yes			e. New casings, brass.
yes			f. Minimum 1,090 feet per second muzzle velocity.
yes			g. 9MM Practice rounds to be packaged fifty (50) rounds per box, ten (10) boxes per case.

yes			<p>h. Delivery of 9MM Practice Ammunition to be within 180 calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within 180 calendar days after receipt of order, please specify how many calendar days after receipt of order 9MM Practice Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond 180 calendar days may be an award consideration.</p>
<p>NOTES/COMMENTS: Winchester USA9MM</p>			

G. .45 CALIBER DUTY ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
	No		1. 220 Grain, +p flex tip Hornady 90926. NO ALTERNATE.
	No		a. +P flex tip Hornady 90926.
	No		b. NO ALTERNATES will be accepted.
	No		c. 220 grain.
	No		d. Bullet shall be bonded capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing.
	No		e. Copper jacketed hollow point with flex tip.
	No		f. New Casings.
	No		g. Minimum 975 feet per second muzzle velocity.
	No		h. Minimum 460 feet pounds muzzle energy.
	No		i. .45 Caliber Duty rounds to be packaged fifty (50) rounds per box, one-thousand (1,000) rounds per case.
	No		<p>j. Delivery of .45 Caliber Duty Ammunition to be within 180 calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within 180 calendar days after receipt of order, please specify how many calendar days after receipt of order .45 Caliber Duty Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond 180 calendar days may be an award consideration.</p>
<p>NOTES/COMMENTS: No Bid</p>			

H. .45 CALIBER PRACTICE ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. 230 Grain, Full Metal Jacket: Speer 53653 or EQUIVALENT.
yes		Winchester	a. Speer 53653 or EQUIVALENT.
yes			b. 230 grain.
yes			c. New casings, brass.
yes			d. Full metal jacket.
yes			e. Ball ammunition.
yes			f. Minimum 830 feet per second muzzle velocity.
yes			g. .45 Caliber Practice rounds to be packaged fifty (50) rounds per box, one-thousand (1,000) rounds per case.
yes			h. Delivery of .45 Caliber Practice Ammunition to be within 180 calendar days after receipt of order: If bidder cannot guarantee delivery within 180 calendar days after receipt of order, please specify how many calendar days after receipt of order .45 Caliber Practice Ammunition will be delivered within: _____ Note: Deliveries quoted beyond 180 calendar days may be an award consideration.
NOTES/COMMENTS: Winchester Q4170			

I. .223 CALIBER 75 GRAIN DUTY ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
	No		1. 75 Grain, Copper jacketed, Hornady TAP FPD # 83268 or EQUIVALENT.
	No		a. Hornady TAP Barrier # 83268 or EQUIVALENT.
	No		b. 75 grain.
	No		c. New casings, brass or Silver nickel.
	No		d. Bullet shall be bonded soft point or EQUIVALENT capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing.
	No		e. Minimum 2,790 feet per second muzzle velocity.
	No		f. Minimum 1,296 foot pounds muzzle energy.
	No		g. .223 Caliber 75 grain Duty rounds should be packaged in either twenty (20) or fifty (50) rounds per box, one-thousand (1,000) rounds per case. Please specify number of rounds per box: _____

	No		<p>h. Delivery of .223 Caliber 75 grain Duty Ammunition to be within 180 calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within 180 calendar days after receipt of order, please specify how many calendar days after receipt of order .223 Caliber 75 grain Duty Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond 180 calendar days may be an award consideration.</p>
<p>NOTES/COMMENTS: No Bid</p>			

J. .223 CALIBER 62 GRAIN DUTY ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
	No		1. 62 Grain, Copper jacketed, Hornady TAP Barrier # 83285 or EQUIVALENT.
	No		a. Hornady TAP Barrier # 83285 or EQUIVALENT.
	No		b. 62 grain Spire Point.
	No		c. Copper jacketed.
	No		d. New casings, brass.
	No		e. Bullet shall be bonded soft point or equivalent capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing.
	No		f. Minimum 2,700 feet per second muzzle velocity using a 16 inch barrel.
	No		g. Minimum 1,000 foot pounds muzzle energy using a 16 inch barrel.
	No		h. Bullets must be cannelured.
	No		<p>i. .223 Caliber 62 grain Duty rounds should be packaged in either twenty (20) or fifty (50) rounds per box, one-thousand (1,000) rounds per case.</p> <p>Please specify number of rounds per box:</p> <p>_____</p>
	No		<p>j. Delivery of .223 Caliber 62 grain Duty Ammunition to be within 180 calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within 180 calendar days after receipt of order, please specify how many calendar days after receipt of order .223 Caliber 62 grain Duty Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond 180 calendar days may be an award consideration.</p>
<p>NOTES/COMMENTS: No Bid</p>			

K. .223 CALIBER 55 GRAIN DUTY ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			1. 55 Grain, Pointed Soft Point: Winchester RA223R-PSP, Federal T223A NO ALTERNATE.
yes			a. Winchester RA223R-PSP, Federal T223A
yes			b. NO ALTERNATE will be accepted.
yes			c. 55 grain.
yes			d. New casings.
yes			e. Pointed soft point.
yes			f. Minimum 3,200 feet per second muzzle velocity.
yes			g. Minimum 1,200 foot pounds muzzle energy.
yes			h. .223 Caliber 55 Grain Duty rounds should be packaged in either twenty (20) or fifty (50) rounds per box, one-thousand (1,000) rounds per case. Please specify number of rounds per box: _____
yes			i. Delivery of .223 Caliber 55 grain Duty Ammunition to be within 90 calendar days after receipt of order: If bidder cannot guarantee delivery within ninety (90) calendar days after receipt of order, please specify how many calendar days after receipt of order .223 Caliber 55 grain Duty Ammunition will be delivered within: _____ Note: Deliveries quoted beyond ninety (90) calendar days may be an award consideration.
NOTES/COMMENTS: Winchester RA223R			

L. .223 CALIBER 55 GRAIN PRACTICE ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			1. 55 Grain, Hornady #80275, Remington USA223R1 or EQUIVALENT.
yes			a. Hornady #80275, Remington USA223R1 or EQUIVALENT.
yes			b. 55 grain.
yes			c. New casings only.
yes			d. Full metal jacket.
yes			e. Minimum 3,000 feet per second muzzle velocity.

yes			<p>f. .223 Caliber 55 Grain rounds should be packaged in twenty (20) or fifty (50) rounds per box, one-thousand (1,000) rounds per case.</p> <p>Please specify number of rounds per box:</p> <p>_____</p>
yes			<p>g. Delivery of .223 Caliber 55 Grain Practice Ammunition to be within ninety (90) calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within ninety (90) calendar days after receipt of order, please specify how many calendar days after receipt of order .223 Caliber 55 Grain Practice Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond ninety (90) calendar days may be an award consideration.</p>
<p>NOTES/COMMENTS: Winchester USA223R1</p>			

M. .308 CALIBER 168 GRAIN DUTY ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			<p>1. 168 Grain, Hornady 308 Win TAP FPD, or EQUIVALENT. All rounds should be from same lot.</p>
yes			<p>a. Hornady 308 Win TAP FPD or EQUIVALENT. All rounds should be from same lot</p>
yes			<p>b. 168 grain.</p>
yes			<p>c. New casings.</p>
yes			<p>d. Minimum 2,700 feet per second muzzle velocity.</p>
yes			<p>e. Minimum 2,719 foot pounds muzzle energy.</p>
yes			<p>f. .308 Caliber 168 Grain Duty rounds should be packaged in either twenty (20) or fifty (50) rounds per box, one-thousand (1,000) rounds per case.</p> <p>Please specify number of rounds per box: 20 Rounds Per Box</p> <p>_____</p>

yes			<p>g. Delivery of .308 Caliber 168 grain Duty Ammunition to be within ninety (90) calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within ninety (90) calendar days after receipt of order, please specify how many calendar days after receipt of order .308 Caliber 168 grain Duty Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond ninety (90) calendar days may be an award consideration.</p>
<p>NOTES/COMMENTS: Winchester SBST308A</p>			

N. .00 BUCK DUTY SHOTGUN 12 GAUGE ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			1. .00 Buck 9 Pellet Duty Federal IE 127-00 or EQUIVALENT.
yes			a. Federal IE 127-00 or EQUIVALENT.
yes			b. 9 pellet duty.
yes			c. Shell length 2 3/4".
yes			d. Minimum 1,200 feet per second muzzle velocity.
yes			e. .00 BUCK rounds to be packaged five (5) rounds per box, twenty-five (25) boxes per case.
yes			<p>f. Delivery of .00 Buck Duty Ammunition to be within sixty (60) days after receipt of order:</p> <p>If bidder cannot guarantee delivery within sixty (60) calendar days after receipt of order, please specify how many calendar days after receipt of order .00 Buck Duty Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond sixty (60) calendar days may be an award consideration.</p>
<p>NOTES/COMMENTS: Winchester RA1200HD</p>			

O. RIFLED SLUG ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			1. 1 oz. Hollow Point Winchester X12RS15, Federal F127RS or EQUIVALENT.
yes			a. Winchester X12RS15, Federal F127RS or EQUIVALENT.
yes			b. 1 oz. hollow point.
yes			c. Shell length 2 3/4".
yes			d. Rifled Slug rounds to be packaged five (5) rounds per box, fifty (50) boxes per case.

yes			<p>e. Delivery of Rifled Slug Ammunition to be within sixty (60) calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within sixty (60) calendar days after receipt of order, please specify how many calendar days after receipt of order Rifled Slug Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond sixty (60) calendar days may be an award consideration.</p>
<p>NOTES/COMMENTS: Winchester X12RS15</p>			

P. BIRD SHOT ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			<p>1. 7.50 – 8 Shot Winchester TRG127, Federal TGL 128 or EQUIVALENT.</p>
yes			<p>a. Winchester TRG127, Federal TGL 128 or EQUIVALENT.</p>
yes			<p>b. 7.5 Or 8 shot – Bird Shot.</p>
yes			<p>c. Shell length 2 ¾".</p>
yes			<p>d. Minimum 1,145 feet per second muzzle velocity.</p>
yes			<p>e. Bird Shot rounds to be packaged twenty-five (25) rounds per box or one-thousand (1,000) rounds per case.</p>
yes			<p>f. Delivery of Bird Shot Ammunition to be within sixty (60) calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within sixty (60) calendar days after receipt of order, please specify how many calendar days after receipt of order Bird Shot Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond sixty (60) calendar days may be an award consideration.</p>
<p>NOTES/COMMENTS: Winchester TRG127</p>			

Q. SAAMI STANDARDS

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			<p>1. All Ammunition bid and awarded, must meet or exceed the Sporting Arms and Ammunition Manufacturer's Institute's (SAAMI) Standards/Specifications.</p> <p>http://www.saami.org/specifications_and_information/index.cfm</p>
NOTES/COMMENTS:			

R. SAMPLES FOR EVALUATION/TESTING PERFORMANCE:

YES	NO	NO & PROVIDE ALTERNATIVE	
yes			<p>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 ten (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.</p>
yes			<p>2. Upon a written request for sample Ammunition from the State of Nebraska Purchasing Bureau, sample Ammunition shall be shipped as directed to the requesting agency.</p>
yes			<p>3. If requested, Bidders should supply five-hundred (500) rounds of each caliber for testing.</p>
NOTES/COMMENTS:			

S. AMMUNITION TESTING PROTOCOLS: 9MM PRACTICE AND DUTY AMMUNITION

YES	NO	NO & PROVIDE ALTERNATIVE	AMMUNITION TESTED BY THE STATE PATROL AND OTHER LAW ENFORCEMENT AGENCIES MUST MEET OR EXCEED THE FOLLOWING PROTOCOLS/TESTS AS SPECIFIED BELOW:
yes			1. FBI Ballistic Test Protocol.
yes			a. A twenty-five (25) round chronograph shoot, whereas the average must be within one percent (1%) of the advertised FPS from the company brochure (all rounds fired will be included in average).
yes			b. A two-hundred fifty (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 (0) failures for all two-hundred fifty (250) rounds. Rounds fired must be capable of one (1) inch groupings at twenty-five (25) yards (bench tested).
yes			c. A two-hundred fifty (250) round endurance and function test with the HK MP5 Submachine guns that properly feed, fire, extract and eject in both semi-auto and full auto modes with zero (0) failures for all two-hundred fifty (250) rounds. Rounds fired must be capable of one (1) inch groupings at twenty-five (25) yards (bench tested).
NOTES/COMMENTS:			

T. AMMUNITION TESTING PROTOCOLS: .45 CALIBER PRACTICE ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	AMMUNITION TESTED BY THE STATE PATROL AND OTHER LAW ENFORCEMENT AGENCIES MUST MEET OR EXCEED THE FOLLOWING PROTOCOLS/TESTS AS SPECIFIED BELOW:
yes			1. .45 Caliber Practice 230 Grain, Full Metal Jacket; Speer 53653 or EQUIVALENT.
yes			a. FBI Ballistic Test Protocol.
yes			b. A twenty-five (25) round chronograph shoot, whereas the average must be within one percent (1%) of the advertised FPS from the company brochure (all rounds fired will be included in average).
yes			c. A two-hundred fifty (250) round endurance and function test for the handgun that properly feed, fire, extract and eject in semi auto mode with zero failures for all two-hundred fifty (250) rounds. Rounds fired must be capable of one (1) inch groupings at twenty-five (25) yards (bench tested).
NOTES/COMMENTS:			

U. AMMUNITION TESTING PROTOCOLS: .223 CALIBER 62 GRAIN ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	AMMUNITION TESTED BY THE STATE PATROL AND OTHER LAW ENFORCEMENT AGENCIES MUST MEET OR EXCEED THE FOLLOWING PROTOCOLS/TESTS AS SPECIFIED BELOW:
yes			1. .223 Caliber 62 grain, TAP Barrier, Copper Jacketed, Duty Ammunition, New casings.
yes			a. FBI Ballistic Test Protocol.
yes			b. A twenty-five (25) round chronograph shoot, whereas the average must be within one percent (1%) of the advertised FPS from the company brochure (all rounds fired will be included in average).
yes			c. A two-hundred fifty (250) round endurance and function test for the ArmaLite (AR) style rifle that properly feed, fire, extract and eject in semi-auto mode with zero (0) failures for all two-hundred fifty (250) rounds. Rounds fired must be capable of one (1) inch groupings at one-hundred (100) yards (bench tested).
yes			d. A two-hundred fifty (250) round endurance and function test with the AR Style machine gun that properly feed, fire, extract and eject in both semi-auto and full auto modes with zero(0) failures for all two-hundred fifty (250) rounds. Rounds fired must be capable of one (1) inch groupings at one-hundred (100) yards (bench tested).
NOTES/COMMENTS:			

V. AMMUNITION TESTING PROTOCOLS: .223 / 5.56 55 GRAIN ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	AMMUNITION TESTED BY THE STATE PATROL AND OTHER LAW ENFORCEMENT AGENCIES MUST MEET OR EXCEED THE FOLLOWING PROTOCOLS/TESTS AS SPECIFIED BELOW:
yes			1. .223 / 5.56 55 Grain Full Metal Jacket Practice Rifle Ammunition Hornady 80275 or EQUIVALENT .
yes			a. FBI Ballistic Test Protocol.
yes			b. A twenty-five (25) round chronograph shoot, whereas the average must be within one percent (1%) of the advertised FPS from the company brochure (all rounds fired will be included in average).
yes			c. A two-hundred fifty (250) round endurance and function test for the AR style rifle/machine gun that properly feed, fire, extract and eject in semi-auto mode with zero (0) failures for all two-hundred fifty (250) rounds. Rounds fired must be capable of one (1) inch groupings at one-hundred (100) yards (bench tested).

Delivery Times for Winchester Ammunition

RA40B	30 - 90 days
Q4238	30 - 90 days
USA9MM	6-9 months
Q4170	30- 90 days
RA223R	6-12 months
USA223R1	9-12 months
SBST308A	30- 90 days
RA1200HD	30- 90 days
X12RS15	30 days
TRGT127	30 days



MANUFACTURER SUGGESTED LAW ENFORCEMENT PRICE LIST

RANGER

CONFIDENTIAL - EFFECTIVE October 1, 2016

Prices and specifications in this list supersede all previous lists and are subject to change without notice. Applicable F.E.T. included. Without F.E.T. is shown to the nearest penny. All weights are approximate. Average pallet weight included - 80 lbs.

SYMBOL	BRAND	BOX UPC	CASE UPC	DESCRIPTION	WT/	CSU	WT/	BSX	ROUNDS	PRICE W/	PRICE W/O	PRICE W/O	PRICE W/O
					CASE	PALETTE	BOX	PER	CASE BOX	/BOX	/CASE	/M	/M
12 GAUGE	RANGER	02089209707	02089209721	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	29	104	3096	10	250	25	\$ 28.86	\$ 258.60	\$ 1,004.40
12 GAUGE	RANGER	020892013599	020892013605	12 Gauge 2 3/4 inches 9 pellets Ranger Buckshot Load	26	72	1952	50	250	5	\$ 6.01	\$ 300.50	\$ 1,202.00
12 GAUGE	RANGER	020892013032	020892013049	12 Gauge 2 3/4 inches 8 pellets Ranger Buckshot Load	24	104	2997	10	250	25	\$ 24.47	\$ 244.70	\$ 978.80
12 GAUGE	RANGER	020892013575	020892013582	12 Gauge 2 3/4 inches 8 pellets Ranger Buckshot Load	26	72	1952	50	250	5	\$ 5.70	\$ 285.00	\$ 1,140.00
12 GAUGE	RANGER	020892010963	020892010970	12 Gauge 2 3/4 inches Ranger Rifle Slug	26	72	1916	50	250	5	\$ 5.76	\$ 288.00	\$ 1,152.00
12 GAUGE	RANGER	020892020481	020892020488	12 Gauge 2 3/4 inches Ranger Segmenting Slug	26	72	1916	50	250	5	\$ 6.25	\$ 312.50	\$ 1,250.00
223 REM/56 NATO	RANGER	020892186666	20892218673	5.56mm 64 grain Ranger Bonded Solid Base	31	91	2901	50	1000	20	\$ 34.23	\$ 1,711.50	\$ 1,711.50
223 REM/56 NATO	RANGER	020892203933	20892220409	5.56mm 77 grain Match BTHP	35	91	3285	50	1000	20	\$ 30.77	\$ 1,538.50	\$ 1,538.50
223 REM/56 NATO	RANGER	020892214187	020892214194	55 gr. Supreme® Ballistic SilverTip™	7	170	1236	10	200	20	\$ 31.75	\$ 317.50	\$ 1,587.50
223 REM/56 NATO	RANGER	02089213319	020892213326	69 gr. Match Hollow Point Boatrail	7	170	1236	10	200	20	\$ 28.58	\$ 285.80	\$ 1,429.00
223 REM/56 NATO	RANGER	020892213357	020892213364	64 gr. Power-Point Knurl	7	170	1202	10	200	20	\$ 23.42	\$ 234.20	\$ 1,171.00
223 REM/56 NATO	RANGER	N/A	N/A	55 gr. Jacketed Soft Point Tin SuperClean NT®	29	91	2719	50	1000	20	\$ 23.02	\$ 1,151.00	\$ 1,151.00
223 REM/56 NATO	RANGER	020892217720	020892216617	62 gr. Penetrator M855	31	91	2901	50	1000	20	\$ 21.55	\$ 1,077.50	\$ 1,077.50
308 WINCHESTER	RANGER	20892221673	20892221690	150 gr. Ranger Patrol	11	153	1763	10	200	20	\$ 32.24	\$ 322.40	\$ 1,612.00
357 SIG	RANGER	020892214750	020892214767	125 gr. Jacketed Hollow Point Bonded	16	140	2250	10	500	50	\$ 57.75	\$ 577.50	\$ 1,155.00
357 SIG	RANGER	020892211568	020892211575	125 gr. Jacketed Hollow Point T-Series	16	140	2250	10	500	50	\$ 49.73	\$ 497.30	\$ 994.60
38 SPECIAL +P	RANGER	020892203211	020892203244	110 gr. Jacketed Hollow Point +P+	15	160	2480	10	500	50	\$ 35.60	\$ 356.00	\$ 712.00
38 SPECIAL +P	RANGER	020892218192	020892218208	130 gr. Jacketed Hollow Point Bonded	16	160	2640	10	500	50	\$ 42.47	\$ 424.70	\$ 849.40
380 AUTOMATIC	RANGER	020892212510	020892212527	95 gr. Jacketed Hollow Point T-Series	12	200	2480	10	500	50	\$ 52.88	\$ 528.80	\$ 1,057.60
40 SMITH & WESSON	RANGER	020892214125	020892214132	155 gr. Jacketed Hollow Point	20	140	2810	10	500	50	\$ 33.62	\$ 336.20	\$ 672.40
40 SMITH & WESSON	RANGER	020892203259	020892203114	180 gr. Jacketed Hollow Point	21	140	3020	10	500	50	\$ 30.51	\$ 305.10	\$ 610.20
40 SMITH & WESSON	RANGER	020892214774	020892214781	165 gr. Jacketed Hollow Point Bonded	21	140	2930	10	500	50	\$ 38.24	\$ 382.40	\$ 764.80
40 SMITH & WESSON	RANGER	020892220096	020892220102	165 gr. Bonded	21	TBD	TBD	10	500	50	\$ 38.24	\$ 382.40	\$ 764.80
40 SMITH & WESSON	RANGER	020892210080	020892210097	160 gr. Jacketed Hollow Point T-Series	21	140	3020	10	500	50	\$ 32.81	\$ 328.10	\$ 656.20
40 SMITH & WESSON	RANGER	020892212497	020892212503	165 gr. Jacketed Hollow Point T-Series	21	140	2980	10	500	50	\$ 33.00	\$ 330.00	\$ 660.00
45 AUTOMATIC	RANGER	020892214811	020892214828	230 gr. Bonded	26	140	TBD	10	500	50	\$ 48.92	\$ 489.20	\$ 978.40
45 AUTOMATIC	RANGER	020892210448	020892210455	230 gr. Jacketed Hollow Point T-Series	26	140	3650	10	500	50	\$ 40.66	\$ 406.60	\$ 813.20
45 AUTOMATIC	RANGER	020892213272	020892213289	230 gr. Jacketed Hollow Point T-Series +P	26	140	3720	10	500	50	\$ 41.93	\$ 419.30	\$ 838.60
45 GAP GLOCK AUTOMATIC PISTOL	RANGER	020892217485	020892217492	230 gr. Bonded	26	140	TBD	10	500	50	\$ 72.11	\$ 721.10	\$ 1,442.20
9MM LUGER	RANGER	020892203242	020892203268	115 gr. Jacketed Hollow Point +P+	14	200	2880	10	500	50	\$ 28.31	\$ 283.10	\$ 566.20
9MM LUGER	RANGER	020892214248	020892214255	124 gr. Jacketed Hollow Point +P T-Series	15	200	2980	10	500	50	\$ 30.06	\$ 300.60	\$ 601.20
9MM LUGER	RANGER	02089206144	02089206144	147 gr. Full Metal Jacket Encapsulated	17	200	3380	10	500	50	\$ 28.14	\$ 281.40	\$ 562.80
9MM LUGER	RANGER	020892214736	020892214743	147 gr. Bonded	14	TBD	TBD	10	500	50	\$ 35.68	\$ 356.80	\$ 713.60
9MM LUGER	RANGER	020892214712	020892214729	124 gr. Jacketed Hollow Point Bonded	15	200	3080	10	500	50	\$ 35.68	\$ 356.80	\$ 713.60
9MM LUGER	RANGER	02089203174	02089203174	115 gr. Jacketed Hollow Point	14	200	2880	10	500	50	\$ 26.75	\$ 267.50	\$ 535.00
9MM LUGER	RANGER	020892210462	020892210479	147 gr. Jacketed Hollow Point T-Series	14	200	2880	10	500	50	\$ 23.06	\$ 230.60	\$ 461.20
9MM LUGER	RANGER	020892212534	020892212541	127 gr. Jacketed Hollow Point T-Series	16	200	3280	10	500	50	\$ 29.84	\$ 298.40	\$ 596.80
9MM NATO	RANGER	020892203235	020892203251	124 gr. Full Metal Case	16	200	3280	10	500	50	\$ 23.11	\$ 231.10	\$ 462.20

ATTACHMENT I

DELIVERY LOCATIONS

NEBRASKA STATE PATROL LOCATIONS:

NEBRASKA STATE PATROL
3920 WEST KEARNEY STREET
LINCOLN, NE 68524

NEBRASKA STATE PATROL
1401 EISENHOWER AVENUE
NORFOLK, NE 68701

NEBRASKA STATE PATROL
3600 NORTH ACADEMY ROAD
GRAND ISLAND, NE 68801

NEBRASKA STATE PATROL
4500 AVENUE "I"
SCOTTSBLUFF, NE 69361

GAME AND PARKS COMMISSION:

NEBRASKA GAME & PARKS COMMISSION
OFFICE
ATTN: LAW ENFORCEMENT DIVISION
4817 NORTH 56TH STREET SUITE 36
LINCOLN, NE 68504

NEBRASKA STATE PATROL
4411 SOUTH 108TH STREET
OMAHA, NE 68137

NEBRASKA STATE PATROL
3431 WEST OLD POTASH HIGHWAY
GRAND ISLAND, NE 68803

NEBRASKA STATE PATROL
300 WEST SOUTH RIVER ROAD
NORTH PLATTE, NE 69101

NEBRASKA STATE FIRE MARSHALL:

NEBRASKA STATE FIRE MARSHALL'S
246 SOUTH 14TH STREET
LINCOLN, NE 68508

ATTACHMENT I

NEBRASKA CRIME COMMISSION:

(NLETC)

3600 N. ACADEMY ROAD

GRAND ISLAND, NE 68801

DEPARTMENT OF CORRECTIONAL SERVICES:

DCS CENTRAL OFFICE

801 W. PROSPECTOR PL. BLD #1

LINCOLN, NE 68509

TECUMSEH STATE CORRECTIONAL INSTITUTION

PO BOX 900

2725 NORTH HWY 50

TECUMSEH, NE 68450

MCCOOK WORK ETHIC CAMP

2309 NORTH HWY 83

MCCOOK, NE 69001

NE CORRECTIONAL CENTER FOR WOMEN

1107 RECHARGE ROAD

YORK, NE 68467

OMAHA CORRECTIONAL CENTER

2323 AVENUE J

OMAHA, NE 68110

STAFF TRAINING ACADEMY

2320 NORTH 57TH STREET

LINCOLN, NE 68507



**ADDENDUM ONE
QUESTIONS and ANSWERS**

Date: September 1, 2016
To: All Bidders
From: Christie Kelly, Buyer
AS Materiel State Purchasing Bureau
RE: Addendum for Invitation to Bid Number 5415 OF
to be opened September 13, 2016 at 2:00 p.m. Central Time

No questions were received for ITB 5415 OF.

This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid.

From: [Hiliary Brooks](#)
To: [Kelly, Christina](#)
Subject: FW: Clarification for ITB 5415-Unit of Measure Ray O'Herron Co., Inc.
Date: Friday, October 07, 2016 4:31:41 PM
Attachments: [image008.png](#)
[image009.png](#)
[image011.png](#)
[image012.png](#)

See below:

From: Kelly, Christina [mailto:christina.kelly@nebraska.gov]
Sent: Friday, October 07, 2016 4:26 PM
To: Bids <bids@oherron.com>
Subject: RE: Clarification for ITB 5415-Unit of Measure Ray O'Herron Co., Inc.

Thank you!

Sincerely,

Christie Kelly | BUYER II

STATE OF NEBRASKA | Administrative Services - State Purchasing Bureau

1526 K Street, Suite 130 | Lincoln, NE 68508 | P: 402.471.1431 | F: 402.471.2089

das.nebraska.gov | christina.kelly@nebraska.gov



Documents attached to this e-mail are the copies of original documents. The original documents are housed at State Purchasing Bureau in the associated file.

From: Bids [<mailto:bids@oherron.com>]
Sent: Tuesday, October 04, 2016 10:09 AM
To: Kelly, Christina
Subject: RE: Clarification for ITB 5415-Unit of Measure Ray O'Herron Co., Inc.
Importance: High

See below:

Thank you,

Hiliary Brooks Contract Coordinator, Ray O'Herron Co, Inc.

Phone: 800-223-2097 Ext: 110
Fax: 888-223-3235
Email: hbrooks@oherron.com
Website: oherron.com
Address: 3549 N Vermilion St. Danville, Illinois 61834

From: Kelly, Christina [<mailto:christina.kelly@nebraska.gov>]
Sent: Friday, September 30, 2016 10:13 AM
To: Terry Johnson <terry@sunsetdist.com>; Gregory Johnson <GreggoryJohnson@unitedsportingco.com>; Bids <bids@oherron.com>; Crystal Laasanen <crystal@kiesler.com>; ultramax@amerion.com
Subject: Clarification for ITB 5415-Unit of Measure
Importance: High

Hello All:

It has come to our attention that our specifications don't match the ITB in regard to the Unit of Measure. Please respond "Yes", "No" or "No and Provide Alternative" to the changes below:

Line 1, 50 rounds per box, 10 boxes per case=500 rounds per case, Unit of Measure Case. **YES**

Line 2, 50 rounds per box, 10 boxes per case=500 rounds per case, Unit of Measure Case. **YES**

Line 3, 25 or 50 rounds per box, 10 boxes per case=either 250 or 500 rounds per case, Unit of Measure Case. **YES**

Line 4, 50 rounds per box, 10 boxes per case=500 rounds per case, Unit of Measure Case. **YES**

Line 12, 5 rounds per box, 25 boxes per case=125 rounds per case, Unit of Measure Case. **YES**

Line 13, 5 rounds per box, 50 boxes per case=250 rounds per case, Unit of Measure Case. **YES**

Line 14, 25 rounds per box, 40 boxes per case=1000 rounds per case, or 1000 rounds per case, Unit of Measure Case. **YES**

When you respond to this email please put your company name in the Subject line behind Unit of Measure.

Please return your response by October 7, 2016.

Thank you!

Sincerely,

Christie Kelly | BUYER II

STATE OF NEBRASKA | Administrative Services - State Purchasing Bureau

1526 K Street, Suite 130 | Lincoln, NE 68508 | P: 402.471.1431 | F: 402.471.2089

das.nebraska.gov | christina.kelly@nebraska.gov



Documents attached to this e-mail are the copies of original documents. The original documents are housed at State Purchasing Bureau in the associated file.

From: Kelly, Christina
To: ["Bids"](#)
Subject: RE: Clarification for ITB 5415 OF Ammunition-Ray O'Herron Co
Date: Friday, September 23, 2016 1:39:00 PM
Attachments: [image002.png](#)
[image003.png](#)
[image005.png](#)
[image006.png](#)

Thank you!

Sincerely,

Christie Kelly | BUYER II

STATE OF NEBRASKA | Administrative Services - State Purchasing Bureau

1526 K Street, Suite 130 | Lincoln, NE 68508 | P: 402.471.1431 | F: 402.471.2089

das.nebraska.gov | christina.kelly@nebraska.gov



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From: Bids [mailto:bids@oherron.com]
Sent: Friday, September 23, 2016 1:38 PM
To: Kelly, Christina
Subject: RE: Clarification for ITB 5415 OF Ammunition-Ray O'Herron Co

I apologize that information was left out. For both of those, we are bidding 20/rounds a box.

Thanks,

Hiliary Brooks [Contract Coordinator, Ray O'Herron Co, Inc.](#)

Phone: 800-223-2097 Ext: 110

Fax: 888-223-3235

Email: hbrooks@oherron.com

Website: oherron.com

Address: 3549 N Vermilion St. Danville, Illinois 61834

From: Kelly, Christina [<mailto:christina.kelly@nebraska.gov>]
Sent: Friday, September 23, 2016 12:44 PM
To: Bids <bids@oherron.com>
Subject: Clarification for ITB 5415 OF Ammunition-Ray O'Herron Co
Importance: High

Hilary:

I need clarification on several of the sections of your ITB (per Section I, Subsection B, GENERAL INFORMATION).

Please provide answers to the questions below. **Non-Conformance could result in an Invalid Bid.**

Section V, Subsection K, Letter h
Are you bidding 20 or 50 rounds per box?

Section V, Subsection L, Letter f
Are you bidding 20 or 50 rounds per box?

Sincerely,

Christie Kelly | BUYER II

STATE OF NEBRASKA | Administrative Services - State Purchasing Bureau
1526 K Street, Suite 130 | Lincoln, NE 68508 | P: 402.471.1431 | F: 402.471.2089
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Pete Ricketts, Governor

ADDENDUM ONE QUESTIONS and ANSWERS

Date: September 1, 2016
To: All Bidders
From: Christie Kelly, Buyer
AS Materiel State Purchasing Bureau
RE: Addendum for Invitation to Bid Number 5415 OF
to be opened September 13, 2016 at 2:00 p.m. Central Time

No questions were received for ITB 5415 OF.

This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid.

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: 402-471-6500
Fax: 402-471-2089

Date	8/18/16	Page	1 of 2
Solicitation Number	5415 OF		
Opening Date and Time	09/13/16	2:00 pm	
Buyer	CHRISTIE KELLY (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. " Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

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

Contract to supply and deliver ammunition to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(fc 08/15/16)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	.40 CALIBER DUTY 180 Grain Brass Jacketed Hollow Point: Remington Golden Saber Index # GSB40SWB, Winchester RA40B or equivalent.	21.0000	M	_____	_____
2	.40 CALIBER PRACTICE 180 Grain; Speer Lawman 53652 or equivalent	131.0000	M	_____	_____
3	9MM DUTY 135 Grain, Brass Jacketed Hollow Point: Hornady FlexLock Critical Duty Item # 90236 or EQUIVALENT.	10.0000	M	_____	_____
4	9MM PRACTICE 124 GRAIN	61.0000	M	_____	_____

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____% _____ DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within _____ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign _____
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# _____
VENDOR: _____
Address: _____

Contact _____
Telephone _____
Facsimile _____
Email _____

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: 402-471-6500
Fax: 402-471-2089

Date	8/18/16	Page	2 of 2
Solicitation Number	5415 OF		
Opening Date and Time	09/13/16	2:00 pm	
Buyer	CHRISTIE KELLY (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Remington R9MM2, Speer 53651 or equivalent				
5	.45 CALILBER DUTY 220 Grain, +p flex tip Hornady 90925 No alternate accepted	45.0000	M		
6	.45 CALIBER PRACTICE 230 Grain Full Metal Jacket: Speer 53653 or equivalen	579.0000	M		
7	.223 CALIBER DUTY; 75 GRAIN 75 Grain, Copper jacketed Hornady TAP FPD # 83268 OR equivalent	10.0000	M		
8	.223 CALIBER DUTY; 62 GRAIN 62 Grain Copper jacketed, Hornady TAP Barrier #83285	10.0000	M		
9	.223 DUTY CALIBER; 55 GRAIN 55 Grain, Pointed Soft Point: Winchester RA223R-PSP, Federal T223A No alternate accepted	10.0000	M		
10	.223 CALIBER PRACTICE 55 GRAIN 55 Grain Hornady #80275 Remington USA223R1 or Equivalent	10.0000	M		
11	.308 CALIBER DUTY 168 Grain Hornaday 308 Win TAP FPD or equivalent	2.0000	M		
12	00 BUCK DUTY 9 PELLET Federal IE127-00 or equivalent	14.0000	M		
13	RIFLED SLUG 1 OZ. HOLLOW POINT Winchester X12RS15, Federal 127RS or equivalent	2.0000	M		
14	BIRD SHOT 7.50 -8 PELLET Winchester TRG127, Federal TGL128 or equivalent	2.0000	M		
15	% DISCOUNT OFF CATALOG AND/OR PRICE LIST	1.0000	%		

Catalog and/or Price List Name _____

Categories (Optional) Names - Hornaday, Speer, Remington, Winchester, Federal _____

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the Invitation to Bid. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Change Order: Document that provides amendments to an executed purchase order.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract or awarded purchase order to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by a Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

FPS: Feet Per Second

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, ITB (written solicitation) or contract are completed.

Invitation to Bid (ITB): A written solicitation utilized for obtaining competitive offers.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for

assignment of universal commodity codes to goods and services.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal bids.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal/Bid Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. SCOPE OF THE INVITATION TO BID (ITB)

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB, is issuing this Invitation To Bid, Number 5415 OF for the purpose of selecting a qualified Contractor(s) to provide Ammunition.

A contract(s) resulting from this Invitation To Bid will be issued approximately for a period of one (1) year effective the date of award. The contract(s) has the option to be renewed for four (4) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:

<http://das.nebraska.gov/materiel/purchasing.html>

A. SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1.	Release Invitation To Bid	August 18, 2016
2.	Last day to submit written questions	August 30, 2016
3.	State responds to written questions through Invitation To Bid "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	September 1, 2016
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 13, 2016 2:00 PM Central Time

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Invitation To Bid reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Christie Kelly
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

B. GENERAL INFORMATION

The Invitation To Bid (ITB) is designed to solicit bids from qualified vendors who will be responsible for providing Ammunition at a competitive and reasonable cost. Bids that do not conform to the mandatory items as indicated in the Invitation To Bid will not be considered.

Bids shall conform to all instructions, conditions, and requirements included in the Invitation To Bid. Prospective Bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Invitation To Bid, and respond to each requirement in the format prescribed.

In addition to the provisions of this Invitation To Bid and the awarded bid, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

A fixed-price contract(s) will be awarded as a result of this Invitation to Bid.

C. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Invitation To Bid is issued until a determination is announced regarding the contract award, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Invitation To Bid. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this ITB.

Once a Contractor is preliminarily selected, as documented in the intent to award, that Contractor is restricted from communicating with State staff until a contract is signed. The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Invitation To Bid or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations; and
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a Bidder's bid and/or selection irrespective of any other condition. No individual member of the State or employee of the State is empowered to make binding statements regarding this Invitation To Bid. The Buyer will issue any clarifications or opinions regarding this Invitation To Bid in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a Bidder regarding the meaning or interpretation of any Invitation To Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 5415 OF; Ammunition Questions". It is preferred that questions be sent via e-mail to as.materiel purchasing@nebraska.gov Questions may also be sent by facsimile to 402-471-2089, and must include a cover sheet clearly indicating that the transmission is to the attention of Christie Kelly, showing the total number of pages transmitted, and clearly marked "ITB Number 5415 OF Ammunition Questions".

It is recommended that Bidders submit questions sequentially numbered and include the Invitation To Bid reference and page number (see format below).

<u>Question Number</u>	<u>ITB Section References</u>	<u>ITB Page Number</u>	<u>Question</u>

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

E. SUBMISSION OF BIDS

The following describes the requirements related to bid submission, bid handling, and review by the State.

To facilitate the evaluation process, one (1) original of the entire bid should be submitted. Bids must be submitted by the bid due date and time. **A separate sheet must be provided that clearly states which sections, if applicable, have been submitted as proprietary or have copyrighted materials.** All proprietary information the Bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Invitation To Bid number must be included in all correspondence.

F. IMPORTANT NOTICE LANGUAGE

Bid responses should include the completed Form A, Bidder Contact Sheet. Bids must reference the Invitation To Bid number and be sent to the specified address. Please note that the address label should appear as specified in Section II Part A on the page of the calendar or bidder's bid response packet. Rejected late bids will be returned to the bidder unopened.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or non-confidential information as defined by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

G. 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.

H. PRICE ADJUSTMENTS DURING CONTRACT TERM

Any request for a price adjustment must be submitted in writing to the State Purchasing Bureau, a minimum of thirty (30) days prior to proposed effective date of increase, and must show cause with supporting documentation (such as notification letter from manufacturer). 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. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.

I. PAYMENT

Payment will be made by the responsible agency in accordance with the State of Nebraska Prompt Payment Act, Neb. Rev. Stat. §§ 81-2401 through 81-2408. The State may request that payment be made electronically instead of by state warrant.

J. BID 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 alternations 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.

K. BID OPENING

The sealed bids will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Bids will be available for viewing by those present at the bid opening. Vendors may also contact the State to schedule an appointment for viewing bids after the Intent to Award has been posted to the website.

L. ELECTRONIC DOCUMENTS/FACSIMILE SUBMISSIONS

The State Purchasing Bureau will not accept electronic responses to an Invitation To Bid for a commodity contract at any dollar amount. However, an exception applies to one-time purchase bids under \$25,000. These one-time purchase bids may be submitted by electronic means, but cannot exceed ten (10) pages.

Sealed responses to an Invitation To Bid that contain a two party bid, may include electronic pages transmitted between the two parties, but these documents cannot be submitted to the State Purchasing Bureau by electronic means. No direct electronic solicitation responses will be accepted for a commodity contract of any estimated value.

M. 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.

N. 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 judgment of the State Procurement Manager, 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 specification, and the Bidder shall be held liable therefore.

O. LATE BIDS

Bids received after the time and date of the bid opening will be considered late bids. Rejected late bids will be returned to the Bidder unopened. The State is not responsible for bids that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

P. NO BID

If not submitting a bid, respond by returning the Invitation To Bid form explaining the reason in the space provided. **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.

Q. 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.

R. REJECTION OF BIDS

The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The State reserves the right to reject any or all bids and re-advertise for bids; and further reserves the right to waive any informality or irregularity.

S. EVALUATION OF BIDS

All responses to this Invitation To Bid which fulfill all mandatory requirements will be evaluated for conformance to requested specifications. Elements that may also be considered include but are not limited to:

1. The ability, capacity, and skill of the Bidder to deliver and implement the system or project, or provide the requested goods, that meet the requirements of the Invitation to Bid;
2. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
3. Whether the Bidder can perform the contract within the specified time frame;
4. The quality of Bidder performance on prior contracts; and
5. Such other information that may be secured and that has a bearing on the decision to award the contract.

T. BID TABULATIONS

Bid tabulations are available on the website at: http://www.nebraska.gov/das/materiel/purchasing/bid_tab_search/consearch.cgi

Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined, after the evaluation period is over, during normal business hours by appointment.

U. MANDATORY REQUIREMENTS

The bids will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Bids not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Invitation To Bid for Commodity Contract form, signed in ink; and
2. The completed Invitation To Bid document.

V. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that may be identified by the company in the bid, those indicated through the explicitly specified contacts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects. The State may use a third party to conduct reference checks.

W. RECYCLING

As outlined in Neb. Rev. Stat. § 81-15,159, a preference shall be given to those Bidders that provide products, materials, or supplies which are manufactured or produced from recycled material or that can be readily reused or recycled after its normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

X. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All Bidders should be authorized to transact business in the State of Nebraska. All Bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the Bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certification of registration. Further, all Bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

Y. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Nonresident Bidder 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. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

Z. EVALUATION CRITERIA AND AWARD

The State of Nebraska reserves the right to evaluate bids in a manner, and utilizing methods, selected in the State of Nebraska's best interest and discretion. The State of Nebraska may waive informalities or irregularities in bids if the waiver is in the best interest of the State of Nebraska and such waiver does not prejudice other bidders in the State of Nebraska's discretion. After evaluation of the bids, the State of Nebraska may take, in the State's discretion, one or more of the following actions:

- Accept or reject a portion of or all of a bid;
- Accept or reject all bids;
- Withdraw the Invitation to Bid;
- Elect to rebid the Invitation to Bid;
- Award single lines or multiple lines to one or more bidders; or,
- Award one (1) or more complete contracts.

The State of Nebraska reserves the right to make awards that are in the best interest of the State of Nebraska. The State of Nebraska may consider, but is not limited to, one or more of the following award criteria:

Price;
Location;
Quality;
Delivery time; and,
State contract management requirements or costs.

Multiple awards may be issued, based on Ammunition type. Evaluation will compare overall low totals per bid against overall low totals by type of Ammunition.

By submitting a bid in response to this Invitation to Bid, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once an Intent to Award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

AA. POLITICAL SUB-DIVISIONS

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

BB. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Invitation To Bid or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Termination of the resulting contract;
4. Legal action;
5. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. INVITATION TO BID - TERMS AND CONDITIONS

By signing the "Invitation To Bid" form, the Bidder guarantees compliance with the provisions stated in this Invitation To Bid, agrees to the Terms and Conditions unless otherwise agreed to, and certifies Bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a Bidder may indicate any exceptions to the Terms and Conditions by one (1) clearly identifying the term or condition by subsection, and two (2) including an explanation for the Bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the Bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a Bidder's bid. Bidders must include completed Section III with their ITB response.

The State of Nebraska is soliciting bids in response to the ITB. The State of Nebraska will not consider bids that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this ITB must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the ITB or resulting contract the Bidder's clause shall be subordinate to the ITB or resulting contract.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

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

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

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation To Bid form and the Contractor's Bid Response 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

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

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

B. DEBARMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

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

C. SPECIFICATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

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 Procurement Manager will be the sole judge of equivalency. The Bidder may offer any brands 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.

D. SAMPLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

When requested, samples shall be furnished at the Bidder's expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the Bidder's 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 Bidder's expense, if requested, or will be donated to a public institution.

E. PERFORMANCE AND DEFAULT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

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.

F. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Bidder certifies that it maintains a drug free workplace 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.

G. NE ACCESS TECHNOLOGY STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

H. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. 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, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor 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.

I. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

J. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The State may already have in place or choose to award supplemental contracts related to this Invitation To Bid or any portion thereof.

1. The State reserves the right to award the contract jointly between two (2) or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.
3. The State reserves the right to award multiple contracts or to award line by line contract.

K. CONTRACTOR RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Invitation To Bid, the Contractor's bid, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

L. CONTRACT CONFLICTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

M. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. In no event shall the Contractor be paid for a loss of anticipated profit.

N. RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the State's findings to Contractor.

O. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

By submitting a bid, Bidder certifies that there does not now exist any relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Invitation To Bid or project.

The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.

P. BID PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The State shall not incur any liability for any costs incurred by Bidders in replying to this Invitation To Bid, including any activity related to bidding on this Invitation To Bid.

Q. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

R. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Bidder shall not take advantage of any errors and/or omissions in this Invitation To Bid or resulting contract. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

S. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

T. ASSIGNMENT BY THE CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

U. GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Invitation To Bid or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

V. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

W. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

During the bid process, all communication between the State and a Bidder shall be between the Bidder's representative clearly noted in its bid and the buyer noted in Section II Part A, Procuring Office and Contact Person, of this ITB. Bidder is at all times to keep its point of contact updated with the most current information. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this ITB, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each Bidder should provide in its bid the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

X. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other obligations incurred under the terms of the contract. In the event of cancellation the Contractor shall be entitled to payment for those products received and accepted by the State.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support or provision of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
 - j. Contractor engaged in collusion or ones' actions which could have provided Contractor an unfair advantage in obtaining this contract.

Y. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the goods from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Z. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Intent To Bid/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

AA. ACCEPTANCE AND PAYMENT OF GOODS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

In the event that the Contractor fails to provide the goods requested by the State, the State will not pay for such products until the same has been received and accepted by the State.

BB. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

CC. PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

DD. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such claims.

EE. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the Contractor to the agency requesting the goods with sufficient detail to support payment. Itemized invoices should be sent to the address on each individual purchase order. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

FF. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

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

GG. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

HH. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Data contained in the bid and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the bid. If the Bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the Bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the bid, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Invitation To Bid as proprietary.** Pricing submitted in Bidder's ITB may not be marked as proprietary information. Failure of the Bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other Bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

II. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

By submission of this bid, the bidder certifies, that it is the party making the foregoing bid and that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

JJ. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

Prices quoted on the Invitation To Bid form shall remain fixed for the first year of the contract period. Any request for a price increase subsequent to a minimum of thirty (30) days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer justifying the price increase) further documentation may be required by the State to justify the increase. The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any price decrease during the term of the contract. Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

KK. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

No Bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No Bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of bids and award of the contract be completed without external influence. It is not the intent of this section to prohibit Bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Invitation To Bid or the format or content of their bid.

If the Bidder is found to be in non-compliance with this section of the Invitation To Bid, they may forfeit the contract if awarded to them or be disqualified from the selection process.

LL. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this ITB.

3. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

MM. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

NN. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

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

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>.

The completed United States Attestation Form should be submitted with the Invitation To Bid response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required 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.

IV. SCOPE OF WORK

The Bidder must provide the following information in response to this Invitation To Bid

A. SCOPE

It is the intent of this bid invitation to establish contracts to supply Ammunition per the attached specifications from date of award for a period of one (1) year with the option to renew for an additional four (4) 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 these contracts beyond the end date when mutually agreeable to the vendor and the State of Nebraska.

All items bid shall be of the latest manufacture in production as of the date of the Invitation To Bid and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the 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 items proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the Bidder will be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

B. AMENDMENT

These Contracts may be amended at any time in writing upon the agreement of both parties.

C. REVISIONS

In the event any product is discontinued or replaced with a newer version during the contract period, the State of Nebraska reserves the right to amend these contracts to include the new product.

V. INVITATION TO BID - TECHNICAL SPECIFICATIONS

A. 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.

“YES” response means the Bidder guarantees they can meet this condition.

“NO” response means the Bidder cannot meet this condition and will not be considered.

“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at its sole discretion whether or not the Bidder’s alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 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.
			2. 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.
			3. 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 Invitation To bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Facsimile 402-471-2089 or e-mailed to AS Materiel Purchasing as.materielpurchasing@nebraska.gov by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

C. .40 CALIBER DUTY ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 180 Grain; brass jacketed hollow point; Remington Golden Saber Index # GSB40SWB, Winchester RA40B, or EQUIVALENT.
			a. Remington Golden Saber Index # GSB40SWB, Winchester #RA40B or EQUIVALENT.
			b. 180 grain.
			c. Bullet(s) shall be bonded or EQUIVALENT capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing.
			d. Brass jacketed hollow point.
			e. New casings.
			f. Minimum 1,000 feet per second muzzle velocity.

			<p>g. Minimum four-hundred (400) foot pounds muzzle energy.</p>
			<p>h. .40 Caliber Duty rounds to be packaged fifty (50) rounds per box, ten (10) boxes per case.</p>
			<p>i. Delivery of .40 Caliber Duty Ammunition to be within 180 calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within 180 calendar days after receipt of order, please specify how many calendar days after receipt of order .40 Caliber Duty Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond 180 calendar days may be an award consideration.</p>
<p>NOTES/COMMENTS:</p>			

D. .40 CALIBER PRACTICE ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. 180 Grain, Speer Lawman 53652 or EQUIVALENT.</p>
			<p>a. Speer Lawman 53652 or EQUIVALENT.</p>
			<p>b. 180 grain.</p>
			<p>c. New casings.</p>
			<p>d. Full metal jacket.</p>
			<p>e. Ball ammunition.</p>
			<p>f. Minimum 970 feet per second muzzle velocity.</p>
			<p>g. .40 Caliber practice rounds to be packaged fifty (50) rounds per box, ten (10) boxes per case.</p>
			<p>h. Delivery of .40 Caliber Practice Ammunition to be within 180 calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within 180 calendar days after receipt of order, please specify how many calendar days after receipt of order .40 Caliber Practice Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond 180 calendar days may be an award consideration.</p>
<p>NOTES/COMMENTS:</p>			

E. 9 MM DUTY AMMUNITION

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 135 Grain, Brass Jacketed Hollow Point: Hornady FlexLock Critical Duty Item #90236 or EQUIVALENT.
			a. Hornady FlexLock Critical Duty Item #90236 or EQUIVALENT.
			b. 135 grain.
			c. Bullets shall be bonded or EQUIVALENT , capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing.
			d. Brass jacketed hollow point.
			e. New casings.
			f. Minimum 1,010 feet per second muzzle velocity.
			g. Minimum 360 foot pounds muzzle energy.
			h. 9MM Duty rounds to be packaged twenty-five (25) or fifty (50) rounds per box, ten (10) boxes per case. Please specify rounds per box: _____
			i. Delivery of 9MM Duty Ammunition to be within 180 calendar days after receipt of order: If bidder cannot guarantee delivery within 180 calendar days after receipt of order, please specify how many calendar days after receipt of order 9MM Duty Ammunition will be delivered within: _____ Note: Deliveries quoted beyond 180 calendar days may be an award consideration.
NOTES/COMMENTS:			

F. 9MM PRACTICE ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 124 Grain: Remington R9MM2, Speer 53651 or EQUIVALENT.
			a. Remington R9MM2, Speer 53651 or EQUIVALENT.
			b. 124 grain.
			c. Ball ammunition.
			d. Full metal jacket.
			e. New casings, brass.
			f. Minimum 1,090 feet per second muzzle velocity.
			g. 9MM Practice rounds to be packaged fifty (50) rounds per box, ten (10) boxes per case.

			<p>h. Delivery of 9MM Practice Ammunition to be within 180 calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within 180 calendar days after receipt of order, please specify how many calendar days after receipt of order 9MM Practice Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond 180 calendar days may be an award consideration.</p>
NOTES/COMMENTS:			

G. .45 CALIBER DUTY ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 220 Grain, +p flex tip Hornady 90926. NO ALTERNATE.
			a. +P flex tip Hornady 90926.
			b. NO ALTERNATES will be accepted.
			c. 220 grain.
			d. Bullet shall be bonded capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing.
			e. Copper jacketed hollow point with flex tip.
			f. New Casings.
			g. Minimum 975 feet per second muzzle velocity.
			h. Minimum 460 feet pounds muzzle energy.
			i. .45 Caliber Duty rounds to be packaged fifty (50) rounds per box, one-thousand (1,000) rounds per case.
			<p>j. Delivery of .45 Caliber Duty Ammunition to be within 180 calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within 180 calendar days after receipt of order, please specify how many calendar days after receipt of order .45 Caliber Duty Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond 180 calendar days may be an award consideration.</p>
NOTES/COMMENTS:			

H. .45 CALIBER PRACTICE ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 230 Grain, Full Metal Jacket: Speer 53653 or EQUIVALENT.
			a. Speer 53653 or EQUIVALENT.
			b. 230 grain.
			c. New casings, brass.
			d. Full metal jacket.
			e. Ball ammunition.
			f. Minimum 830 feet per second muzzle velocity.
			g. .45 Caliber Practice rounds to be packaged fifty (50) rounds per box, one-thousand (1,000) rounds per case.
			<p>h. Delivery of .45 Caliber Practice Ammunition to be within 180 calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within 180 calendar days after receipt of order, please specify how many calendar days after receipt of order .45 Caliber Practice Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond 180 calendar days may be an award consideration.</p>
NOTES/COMMENTS:			

I. .223 CALIBER 75 GRAIN DUTY ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 75 Grain, Copper jacketed, Hornady TAP FPD # 83268 or EQUIVALENT.
			a. Hornady TAP Barrier # 83268 or EQUIVALENT.
			b. 75 grain.
			c. New casings, brass or Silver nickel.
			d. Bullet shall be bonded soft point or EQUIVALENT capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing.
			e. Minimum 2,790 feet per second muzzle velocity.
			f. Minimum 1,296 foot pounds muzzle energy.
			<p>g. .223 Caliber 75 grain Duty rounds should be packaged in either twenty (20) or fifty (50) rounds per box, one-thousand (1,000) rounds per case.</p> <p>Please specify number of rounds per box:</p> <p>_____</p>

			<p>h. Delivery of .223 Caliber 75 grain Duty Ammunition to be within 180 calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within 180 calendar days after receipt of order, please specify how many calendar days after receipt of order .223 Caliber 75 grain Duty Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond 180 calendar days may be an award consideration.</p>
NOTES/COMMENTS:			

J. .223 CALIBER 62 GRAIN DUTY ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 62 Grain, Copper jacketed, Hornady TAP Barrier # 83285 or EQUIVALENT.
			a. Hornady TAP Barrier # 83285 or EQUIVALENT.
			b. 62 grain Spire Point.
			c. Copper jacketed.
			d. New casings, brass.
			e. Bullet shall be bonded soft point or equivalent capable of penetrating auto glass, window glass, plywood, wallboard, and heavy clothing.
			f. Minimum 2,700 feet per second muzzle velocity using a 16 inch barrel.
			g. Minimum 1,000 foot pounds muzzle energy using a 16 inch barrel.
			h. Bullets must be cannelured.
			<p>i. .223 Caliber 62 grain Duty rounds should be packaged in either twenty (20) or fifty (50) rounds per box, one-thousand (1,000) rounds per case.</p> <p>Please specify number of rounds per box:</p> <p>_____</p>
			<p>j. Delivery of .223 Caliber 62 grain Duty Ammunition to be within 180 calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within 180 calendar days after receipt of order, please specify how many calendar days after receipt of order .223 Caliber 62 grain Duty Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond 180 calendar days may be an award consideration.</p>
NOTES/COMMENTS:			

K. .223 CALIBER 55 GRAIN DUTY ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 55 Grain, Pointed Soft Point: Winchester RA223R-PSP, Federal T223A NO ALTERNATE.
			a. Winchester RA223R-PSP, Federal T223A
			b. NO ALTERNATE will be accepted.
			c. 55 grain.
			d. New casings.
			e. Pointed soft point.
			f. Minimum 3,200 feet per second muzzle velocity.
			g. Minimum 1,200 foot pounds muzzle energy.
			h. .223 Caliber 55 Grain Duty rounds should be packaged in either twenty (20) or fifty (50) rounds per box, one-thousand (1,000) rounds per case. Please specify number of rounds per box: _____
			i. Delivery of .223 Caliber 55 grain Duty Ammunition to be within 90 calendar days after receipt of order: If bidder cannot guarantee delivery within ninety (90) calendar days after receipt of order, please specify how many calendar days after receipt of order .223 Caliber 55 grain Duty Ammunition will be delivered within: _____ Note: Deliveries quoted beyond ninety (90) calendar days may be an award consideration.
NOTES/COMMENTS:			

L. .223 CALIBER 55 GRAIN PRACTICE ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 55 Grain, Hornady #80275, Remington USA223R1 or EQUIVALENT.
			a. Hornady #80275, Remington USA223R1 or EQUIVALENT.
			b. 55 grain.
			c. New casings only.
			d. Full metal jacket.
			e. Minimum 3,000 feet per second muzzle velocity.

			<p>f. .223 Caliber 55 Grain rounds should be packaged in twenty (20) or fifty (50) rounds per box, one-thousand (1,000) rounds per case.</p> <p>Please specify number of rounds per box:</p> <p>_____</p>
			<p>g. Delivery of .223 Caliber 55 Grain Practice Ammunition to be within ninety (90) calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within ninety (90) calendar days after receipt of order, please specify how many calendar days after receipt of order .223 Caliber 55 Grain Practice Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond ninety (90) calendar days may be an award consideration.</p>
<p>NOTES/COMMENTS:</p>			

M. .308 CALIBER 168 GRAIN DUTY ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. 168 Grain, Hornady 308 Win TAP FPD, or EQUIVALENT. All rounds should be from same lot.</p>
			<p>a. Hornady 308 Win TAP FPD or EQUIVALENT. All rounds should be from same lot</p>
			<p>b. 168 grain.</p>
			<p>c. New casings.</p>
			<p>d. Minimum 2,700 feet per second muzzle velocity.</p>
			<p>e. Minimum 2,719 foot pounds muzzle energy.</p>
			<p>f. .308 Caliber 168 Grain Duty rounds should be packaged in either twenty (20) or fifty (50) rounds per box, one-thousand (1,000) rounds per case.</p> <p>Please specify number of rounds per box:</p> <p>_____</p>

			<p>g. Delivery of .308 Caliber 168 grain Duty Ammunition to be within ninety (90) calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within ninety (90) calendar days after receipt of order, please specify how many calendar days after receipt of order .308 Caliber 168 grain Duty Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond ninety (90) calendar days may be an award consideration.</p>
<p>NOTES/COMMENTS:</p>			

N. 00 BUCK DUTY SHOTGUN 12 GAUGE ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 00 Buck 9 Pellet Duty Federal IE 127-00 or EQUIVALENT.
			a. Federal IE 127-00 or EQUIVALENT.
			b. 9 pellet duty.
			c. Shell length 2 ¾".
			d. Minimum 1,200 feet per second muzzle velocity.
			e. 00 BUCK rounds to be packaged five (5) rounds per box, twenty-five (25) boxes per case.
			<p>f. Delivery of .00 Buck Duty Ammunition to be within sixty (60) days after receipt of order:</p> <p>If bidder cannot guarantee delivery within sixty (60) calendar days after receipt of order, please specify how many calendar days after receipt of order 00 Buck Duty Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond sixty (60) calendar days may be an award consideration.</p>
<p>NOTES/COMMENTS:</p>			

O. RIFLED SLUG ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 1 oz. Hollow Point Winchester X12RS15, Federal F127RS or EQUIVALENT.
			a. Winchester X12RS15, Federal F127RS or EQUIVALENT.
			b. 1 oz. hollow point.
			c. Shell length 2 ¾".
			d. Rifled Slug rounds to be packaged five (5) rounds per box, fifty (50) boxes per case.

			<p>e. Delivery of Rifled Slug Ammunition to be within sixty (60) calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within sixty (60) calendar days after receipt of order, please specify how many calendar days after receipt of order Rifled Slug Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond sixty (60) calendar days may be an award consideration.</p>
NOTES/COMMENTS:			

P. BIRD SHOT ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 7.50 – 8 Shot Winchester TRG127, Federal TGL 128 or EQUIVALENT.
			a. Winchester TRG127, Federal TGL 128 or EQUIVALENT.
			b. 7.5 Or 8 shot – Bird Shot.
			c. Shell length 2 ¾".
			d. Minimum 1,145 feet per second muzzle velocity.
			e. Bird Shot rounds to be packaged twenty-five (25) rounds per box or one-thousand (1,000) rounds per case.
			<p>f. Delivery of Bird Shot Ammunition to be within sixty (60) calendar days after receipt of order:</p> <p>If bidder cannot guarantee delivery within sixty (60) calendar days after receipt of order, please specify how many calendar days after receipt of order Bird Shot Ammunition will be delivered within:</p> <p>_____</p> <p>Note: Deliveries quoted beyond sixty (60) calendar days may be an award consideration.</p>
NOTES/COMMENTS:			

Q. SAAMI STANDARDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. All Ammunition bid and awarded, must meet or exceed the Sporting Arms and Ammunition Manufacturer's Institute's (SAAMI) Standards/Specifications.</p> <p>http://www.saami.org/specifications_and_information/index.cfm</p>
<p>NOTES/COMMENTS:</p>			

R. SAMPLES FOR EVALUATION/TESTING PERFORMANCE:

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>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 ten (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.</p>
			<p>2. Upon a written request for sample Ammunition from the State of Nebraska Purchasing Bureau, sample Ammunition shall be shipped as directed to the requesting agency.</p>
			<p>3. If requested, Bidders should supply five-hundred (500) rounds of each caliber for testing.</p>
<p>NOTES/COMMENTS:</p>			

S. AMMUNITION TESTING PROTOCOLS: 9MM PRACTICE AND DUTY AMMUNITION

YES	NO	NO & PROVIDE ALTERNATIVE	AMMUNITION TESTED BY THE STATE PATROL AND OTHER LAW ENFORCEMENT AGENCIES MUST MEET OR EXCEED THE FOLLOWING PROTOCOLS/TESTS AS SPECIFIED BELOW:
			1. FBI Ballistic Test Protocol.
			a. A twenty-five (25) round chronograph shoot, whereas the average must be within one percent (1%) of the advertised FPS from the company brochure (all rounds fired will be included in average).
			b. A two-hundred fifty (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 (0) failures for all two-hundred fifty (250) rounds. Rounds fired must be capable of one (1) inch groupings at twenty-five (25) yards (bench tested).
			c. A two-hundred fifty (250) round endurance and function test with the HK MP5 Submachine guns that properly feed, fire, extract and eject in both semi-auto and full auto modes with zero (0) failures for all two-hundred fifty (250) rounds. Rounds fired must be capable of one (1) inch groupings at twenty-five (25) yards (bench tested).
NOTES/COMMENTS:			

T. AMMUNITION TESTING PROTOCOLS: .45 CALIBER PRACTICE ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	AMMUNITION TESTED BY THE STATE PATROL AND OTHER LAW ENFORCEMENT AGENCIES MUST MEET OR EXCEED THE FOLLOWING PROTOCOLS/TESTS AS SPECIFIED BELOW:
			1. .45 Caliber Practice 230 Grain, Full Metal Jacket; Speer 53653 or EQUIVALENT.
			a. FBI Ballistic Test Protocol.
			b. A twenty-five (25) round chronograph shoot, whereas the average must be within one percent (1%) of the advertised FPS from the company brochure (all rounds fired will be included in average).
			c. A two-hundred fifty (250) round endurance and function test for the handgun that properly feed, fire, extract and eject in semi auto mode with zero failures for all two-hundred fifty (250) rounds. Rounds fired must be capable of one (1) inch groupings at twenty-five (25) yards (bench tested).
NOTES/COMMENTS:			

U. AMMUNITION TESTING PROTOCOLS: .223 CALIBER 62 GRAIN ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	AMMUNITION TESTED BY THE STATE PATROL AND OTHER LAW ENFORCEMENT AGENCIES MUST MEET OR EXCEED THE FOLLOWING PROTOCOLS/TESTS AS SPECIFIED BELOW:
			1. .223 Caliber 62 grain, TAP Barrier, Copper Jacketed, Duty Ammunition, New casings.
			a. FBI Ballistic Test Protocol.
			b. A twenty-five (25) round chronograph shoot, whereas the average must be within one percent (1%) of the advertised FPS from the company brochure (all rounds fired will be included in average).
			c. A two-hundred fifty (250) round endurance and function test for the ArmaLite (AR) style rifle that properly feed, fire, extract and eject in semi-auto mode with zero (0) failures for all two-hundred fifty (250) rounds. Rounds fired must be capable of one (1) inch groupings at one-hundred (100) yards (bench tested).
			d. A two-hundred fifty (250) round endurance and function test with the AR Style machine gun that properly feed, fire, extract and eject in both semi-auto and full auto modes with zero(0) failures for all two-hundred fifty (250) rounds. Rounds fired must be capable of one (1) inch groupings at one-hundred (100) yards (bench tested).
NOTES/COMMENTS:			

V. AMMUNITION TESTING PROTOCOLS: .223 / 5.56 55 GRAIN ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	AMMUNITION TESTED BY THE STATE PATROL AND OTHER LAW ENFORCEMENT AGENCIES MUST MEET OR EXCEED THE FOLLOWING PROTOCOLS/TESTS AS SPECIFIED BELOW:
			1. .223 / 5.56 55 Grain Full Metal Jacket Practice Rifle Ammunition Hornady 80275 or EQUIVALENT.
			a. FBI Ballistic Test Protocol.
			b. A twenty-five (25) round chronograph shoot, whereas the average must be within one percent (1%) of the advertised FPS from the company brochure (all rounds fired will be included in average).
			c. A two-hundred fifty (250) round endurance and function test for the AR style rifle/machine gun that properly feed, fire, extract and eject in semi-auto mode with zero (0) failures for all two-hundred fifty (250) rounds. Rounds fired must be capable of one (1) inch groupings at one-hundred (100) yards (bench tested).

			<p>d. A two-hundred fifty (250) round endurance and function test with the AR style rifle/machine gun that properly feed, fire, extract and eject in both semi-auto and full auto modes with zero (0) failures for all two-hundred fifty (250) rounds. Rounds fired must be capable of one (1) inch groupings at one-hundred (100) yards (bench tested).</p>
<p>NOTES/COMMENTS:</p>			

W. AMMUNITION TESTING PROTOCOLS: ALL OTHER ROUNDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. All other rounds testing procedures:</p>
			<p>a. FBI Ballistic Test Protocol.</p>
			<p>b. A twenty-five (25) round chronograph shoot, whereas the average must be within one percent (1%) of the advertised FPS from the company brochure (all rounds fired will be included in average).</p>
			<p>c. A two-hundred fifty (250) round endurance and function test with the matching caliber firearm that properly feed, fire, extract and eject in both semi-auto and / or full auto modes (if applicable) with zero (0) failures for all two-hundred fifty (250) rounds. Rounds fired must be capable of one (1) inch groupings at one-hundred (100) yards (bench tested).</p>
<p>NOTES/COMMENTS:</p>			

X. ADDITIONAL TESTING

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. The State of Nebraska reserves the right to test other ammunition bid if deemed to be in the best interest of the State of Nebraska.</p>
<p>NOTES/COMMENTS:</p>			

Y. ALTERNATIVE BRANDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Products bid should be the brand and grain as specified on each line of the Invitation to Bid. A bidder may bid an alternate/equivalent as specified on each line of the Invitation to Bid, but alternates may be tested. No alternates will be accepted for .45 Duty 220 grain and .223 Duty 55 grain.</p>

			<p>2. 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.</p>
			<p>3. Ammunition bid shall be the latest current models in production as of the date of the invitation to bid and be of proven performance and under standard design, complete as regularly advertised and marketed and shall be delivered complete with all necessary materials for satisfactory performance of the ammunition, whether or not they may be specifically mentioned below. Used, demonstrator, prototype, reload, surplus, or discontinued Ammunition is not acceptable for any rounds. Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL equipment proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. Brands bid must meet or exceed the requirements as specified for each round.</p>
<p>NOTES/COMMENTS:</p>			

Z. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.</p>
<p>NOTES/COMMENTS:</p>			

AA. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. The vendor shall, upon request by the State of Nebraska, provide an annual usage report of this contract by state agencies and political subdivisions. Information will include agency name, item detailed description, and dollar amount order total. Information may be requested at any time by the State Purchasing Bureau, but may typically be requested at the end of the contract period or upon renewal of the contract, or at other intervals (monthly, quarterly, etc.) as determined by the State.</p>
<p>NOTES/COMMENTS:</p>			

BB. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Delivery desired within either sixty (60), ninety (90) or one-hundred eighty (180) calendar days after receipt of order(s). See Section V, items B through P for exact ARO.</p>
			<p>2. A successful Bidder will maintain sufficient inventory to process and deliver as specified. There will be no minimum order requirements. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor will immediately notify the ordering agency of the expected delivery date. The order may be canceled if the delivery time is unsatisfactory, and the State may procure item(s) from other sources and the Contractor will be held responsible for any/all excess cost.</p>
			<p>3. 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.</p>
<p>NOTES/COMMENTS:</p>			

CC. DELIVERY LOCATIONS/INSTRUCTIONS (BIDDER IS CERTIFYING THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. A list of Nebraska State Agency Delivery Locations has been provided with these specifications. See Attachment I –Delivery Locations. This list is for reference only. Contract will not be limited to the delivery locations shown. Delivery address list is subject to change.
			2. Vendor will impose no delivery restrictions.
			3. Vendor is to make deliveries to the “SHIP TO” address referenced on the Purchase Order, or as otherwise directed by the ordering agency.
NOTES/COMMENTS:			

DD. PACKAGING

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Cartons are to be clearly marked with size, weight, color, quantity, and the purchase order number. Cartons must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.
NOTES/COMMENTS:			

EE. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
			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.
NOTES/COMMENTS:			

FF. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.</p>
<p>NOTES/COMMENTS:</p>			

GG. PRICES – CORE LIST and CATALOG/NON-CORE

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. The State of Nebraska intends to enter into a Contract(s) for Ammunition for state agencies and/or facilities. The contract(s) will be for a list of common use items identified as a Core List and additional items identified as a Catalog/Non-Core. Catalog/Non-Core items shall be represented by a catalog or current manufacturer price list(s) containing ammunition not called out in the Core List, as shown on the Invitation to Bid.</p> <p>The Core List shall contain the most repetitively purchased Ammunition and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The Core List shall be subject to a greater discount than the Catalog/Non-Core item list. The State will not accept substitutions on the products listed on the Core List.</p> <p>The Core List identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the Core Item list based on usage.</p>
			<p>2. Catalog/Non-Core List items are defined as those additional items available from the vendor not listed as part of the Core List. Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item(s)/category to the manufacturer's current catalog or manufacturer price list(s). The discount percentage for the Catalog/Non-Core items shall remain firm for the duration of the contract period.</p> <p>All items not included on the Core List shall be considered Catalog/Non-Core Items.</p>

			<p>3. At the request of the State Purchasing Bureau, the vendor shall block availability on certain non-core items as identified by State Purchasing Bureau.</p>
<p>NOTES/COMMENTS:</p>			

HH. PRICE - CORE LIST and CATALOG/NON-CORE

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Core List prices quoted shall be net, including transportation and delivery charges fully prepaid by the vendor, F.O.B. Destination to the ordering state facility/agency. Core List pricing is to remain firm for the first year of the contract. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of thirty (30) days prior to proposed effective date of increase and be accompanied by any/all supporting documentation such as a notification letter from the manufacturer indicating the percentage of increase. The supporting information must clearly establish the increase is for 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.</p>
			<p>2. Catalog/Non-Core item purchases shall be net, including transportation and delivery charges fully prepaid by the vendor, F.O.B. Destination to the ordering state facility/agency. Discount bid off of manufacturer's suggested list price shall remain fixed for the duration of the contract. During the life of the contract, there may be new manufacturer's list price schedules published. In the event this occurs, it will be necessary for the Contractor to supply the State Purchasing Bureau and any requesting agencies with one (1) copy of each as applicable. New catalog and/or price list(s) will be incorporated into the contract thirty (30) days after receipt by the State Purchasing Bureau.</p>
			<p>3. Discounts for Catalog/Non-Core items shall be applied to products included in the bidders price list/catalog, but not included as a core item.</p>
			<p>4. Prices quoted for products on the Core List and Catalog/Non-Core items shall be inclusive of all costs, to include but not limited to storage, processing and/or delivery throughout the State of Nebraska. Vendor cannot impose any additional service fees. Vendor shall inform the State Purchasing Bureau in the event of any unanticipated or overlooked contingency affecting pricing or contract performance.</p>
			<p>5. NO price increases are to be billed to the State facilities without prior written approval by the State Purchasing Bureau.</p>
			<p>6. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined in the best interest of the State.</p>

			7. It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given full benefit of such decline in price immediately, including any promotional allowances offered to the balance of the trade during the contract period.
NOTES/COMMENTS:			

II. CORE LIST and CATALOG/NON-CORE - QUANTITIES

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Any quantities stated are estimated annual quantities and shall not be construed to be either a minimum or a maximum. The State will not accept substitutions. Bidder must complete Invitation to Bid. Please pay special attention to the unit of measure.
NOTES/COMMENTS:			

JJ. CATALOG/NON-CORE PRICING

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item to the manufacturer's current catalog or price list. The percentage discount for the items shall remain firm for the duration of the contract period. Bidder must clearly state the date of the catalog or price list used and provide a copy of the catalog to the State Purchasing Bureau upon request.
			2. The pricing structure, consisting of all pricing formulas and pertinent information, for all non-core items must be clearly defined and documented for future auditing purposes.
			3. The percentage discount rate for Catalog/Non-Core items or categories will not decrease during the life of the contract.
			4. A firm percentage rate must be quoted--a range of percentages will not be considered.
			5. Catalog/Non- Core Categories have been identified as follows: a. Other Ammunition (excluding core items)
			6. Furniture is not to be made available for purchase by state agencies without approval from the State Purchasing Bureau and must be blocked in vendor's order system.
NOTES/COMMENTS:			

KK. PRICE LISTS AND CATALOGS

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. After award of the contract(s), the vendor(s) shall supply additional copies of the current catalog or price list used for this Invitation to Bid for distribution to any requesting state agency at no charge, within ten (10) days of request. Additional catalogs and/or price lists may be required and shall be provided without charge. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request without charge.</p>
<p>NOTES/COMMENTS:</p>			

LL. USAGE REPORTS

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Usage reports may be requested by the State Purchasing Bureau. The reporting period may be determined (monthly, quarterly, etc.) based on need and may include the following:</p> <ul style="list-style-type: none"> <li data-bbox="824 940 1490 1052">a. Fill rate information for core and non-core items, statewide and by agency to include the number of orders received, orders processed, back orders, and partially filled orders. <li data-bbox="824 1079 1490 1136">b. Usage reports by agency and statewide indicating the numbers of each core item and non-core item sold. <li data-bbox="824 1163 1490 1213">c. Any additional report the State Purchasing Bureau may deem necessary.
<p>NOTES/COMMENTS:</p>			

MM. SUBSTITUTION

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Vendor will not substitute any Core List item that has been awarded without prior approval of State Purchasing Bureau.</p>
<p>NOTES/COMMENTS:</p>			

NN. SECRETARY OF STATE REGISTRATION REQUIREMENTS

*****CHOOSE "YES" TO BEST ANSWER ONLY, CHOOSE "NO" FOR REMAINING LINES*****

YES	NO	NO & PROVIDE ALTERNATIVE	*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
			<p>1. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>a. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html</p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>b. If the Bidder 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 required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>c. The Bidder 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.</p>
			<p>2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).</p>
			<p>3. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.</p>
			<p>4. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.</p>
<p>NOTES/COMMENTS:</p>			

**Form A
Bidder Contact Sheet
Invitation To Bid Number 5415 OF**

Form A should be completed and submitted with each response to this Invitation to Bid. This is intended to provide the State with information on the Bidder's name and address, and the specific person(s) who are responsible for preparation of the Bidder's response.

Preparation of ITB Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each Bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Bidder's response should become necessary.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	