C-11-04168

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CLERK

CONTRACT DOCUMENTS

CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA

ANNUAL SUPPLY
OF
AMMUNITION
BID NO. 11-155

Items
1, 4, 11

UltraMax Ammunition
2122 Elk Vale Road
Rapid City, SD 57701
800.345.5852 x 107

CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of_____2011, by and between **UltraMax Ammunition, 2122 Elk Vale Road, Rapid City, SD 57701**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Supply of Ammunition, Bid No. 11-155** and,

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

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

   Agreement to Line Items 1, 4, and 11 of Contractor's Proposal

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

   Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. Owners shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
   - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.

8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.

9. The Contract Documents comprise the Contract, and consist of the following:
   1. Instructions to Bidders
   2. Accepted Proposal/Response
   3. Contract Agreement
   4. Addendum 1
   5. Special Provisions
   6. Sales Tax Exemption Form 13

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

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive No. 084295

dated 8-8-11

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

dated 8/16/11

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:
Lana Braunstein (SEAL)
Secretary

Ultramax Ammunition
Name of Corporation
2112 Elk Vale Rd ; Rapid City SD 57701
(Address)

By: [signature]
Duly Authorized Official

Pres
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:
Member

By:
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing)
Supplier Response

Bid Information

Bid Creator	Sharon R. Mulder Assistant Purchasing Agent
Email	smulder@lincoln.ne.gov
Phone	(402) 441-7410
Fax	(402) 441-6513
Bid Number	11-155 Addendum 1
Title	Ammunition
Bid Type	Bid
Issue Date	06/22/2011
Close Date	7/6/2011 12:00:00 PM CST
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68508
Contact	Sharon R. Mulder Assistant Purchasing Agent
Department	Purchasing
Building	
Floor/Room	Suite 200
Telephone	(402) 441-7428
Fax	(402) 441-6513
Email	smulder@lincoln.ne.gov

Ship to Information

Address	Police Dept. 575 S. 10th St. Lincoln, NE 68508
Contact	Michele Selvage
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	ULTRAMAX AMMUNITION
Address	2112 Elk Vale Road Rapid City, SD 57701
Contact	
Department	
Building	
Floor/Room	
Telephone	800 (345) 5852 107
Fax	605 (342) 8727
Email	ultramax@amerion.com
Submitted	6/28/2011 6:08:02 PM CST
Total	$29,230.00

Signature

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

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

Line Items

#	Qty	UOM	Description	Response
1	15,000	EA	9MM Practice, Remington Brand Mc, 124 grain, FMJ	$0.00

Manufacturer: Remington

Item Notes: Substitutions allowed with LPD approal, however; alternate munitions must be 124 grain, FMJ, full power and be new ammo.
<i>Manufacturer and Make/Model MUST be included in the Vendor/Supplier notes!<i>

Supplier Notes: Speer Lawman 53651

Alt 1	15,000	EA	Alt Spec: 9mm 124gr TMJ 1000 rounds per case, 50 rounds per box	0.17

Alt Manufacturer: Speer Lawman Alt Manufacturer #: 53651

Item Notes: Substitutions allowed with LPD approal, however; alternate munitions must be 124 grain, FMJ, full power and be new ammo.
<i>Manufacturer and Make/Model MUST be included in the Vendor/Supplier notes!<i>

Supplier Notes: 9mm 124 gr TMJ
1000 rounds per case, 50 rounds per box

2	2,000	EA	SWAT Shotgun Rifled Slugs - Duty Newly manufactured, full power 12 gauge one ounce rifled slug, 2-3/4" shotgun ammunition.	No Bid

Manufacturer: Only WINCHESTER or REMINGTON will be accepted.

Item Notes:
<i>The Manufacturer & Make/Model MUST be included in the Vendor/Supplier Notes.

Supplier Notes:

3	3,000	EA	12 Gauge Shotgun AA Trap Loads	No Bid

Manufacturer: Winchester Wester or Equivalent

Item Notes:
<i>The Manufacturer and Make/Model MUST be included in the Vendor/Supplier Notes.

Supplier Notes:

4	40,000	EA	.223 Caliber Rifle Duty Ammo - LPD, Federal Tactical Bonded, Newly manufactured full power	$0.695

Item Notes: .223 caliber rifle ammo, must contain a 55 grain, Bonded Soft Point.
<i>NO SUBSTITUTIONS ALLOWED.

Supplier Notes:

5	1,000	EA	B-27 E Target, Official NRA Police Qualification and Combat Target (23" x 35") Must be on 200# cardboard.	No Bid

Item Notes:
<i>The Manufacturer and Make/Model MUST be included in the Vendor/Supplier Notes.

Supplier Notes:

6	1,000	EA	B-27 C 12-1/2" x 18-1/2" Repair Center for NRA B27E Target	No Bid

Item Notes:
<i>The Manufacturer and Make/Model MUST be included in the Vendor/Supplier Notes.

Supplier Notes:

7	3,000	EA	Shotgun Reduced Recoil Loads-Duty Sheriff, Newly Manufactured, 12 gauge 2-3/4", reduced recoil Remington, 8 Pellet, 00 Buckshot, RR 12BK8-00	

Manufacturer: Remington Manufacturer #: RR 12BK8-00

Item Notes:
<i>The Manufacturer and Make/Model MUST be included in the Vendor/Supplier Notes.

Supplier Notes:

Alt 1	3,000	EA	Alt Spec: Federal Tactical 250 rounds per case 5 rounds per box	0.372

Alt Manufacturer: Federal Tactical Alt Manufacturer #: LE13300

Item Notes:
<i>The Manufacturer and Make/Model MUST be included in the Vendor/Supplier Notes.

Supplier Notes: Federal Tactical
250 rounds per case
5 rounds per box

8	3,000	EA	Shotgun Reduced Recoil Loads - Sheriff, Newly Manufactured, 12 gauge, 2-3/4" reduced recoil Winchester, 8 Pellet, 00 Buckshot	No Bid

Manufacturer: Winchester

Item Notes:
<i>NO SUBSTITUTIONS.

Supplier Notes:

9	3,000	EA	Shotgun Reduced Recoil Loads - Duty Sheriff, Newly Manufactured, 12 gauge, 2-3/4" reduced recoil Winchester, 9 Pellet, 00 Buckshot, RA 1200	No Bid

Manufacturer: Winchester Manufacturer #: RA 1200

Item Notes:
<i>NO SUBSTITUTIONS.

Supplier Notes:

10	2,000	EA	Shotgun Reduced Recoil Loads -SWAT Sheriff, Newly Manufactured, 12 gauge, 2-3/4" reduced recoil Winchester, 1 ounce rifled slug	No Bid

Manufacturer: Winchester

Item Notes:
<i>NO SUBSTITUTIONS.

Supplier Notes:

11	1,000	EA	Federal Tactical .308 WIN 165 grain, Tactical Load LE308TI	$1.43

Manufacturer #: LE308TI

Item Notes:
<i>NO SUBSTITUTIONS.

Supplier Notes:

12	1,000	EA	Cardboard UTC Front Targets, 8-1/2" x 11" and 4" x 6" for thoracic cavity	No Bid

Item Notes:

Supplier Notes:

13	500	EA	Cardboard UTC 3D Targets	No Bid

Item Notes:

Supplier Notes:

14	1,000	EA	Cardboard Targets Multiple Threats	No Bid

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

Supplier Notes:

Response Total: $29,230.00

Addendum #1
For
Ammunition
Bid No. 11-155

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

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

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

All other terms and conditions shall remain unchanged.

Dated this 22st day of June, 2011.

Sharon Mulder
Asst. Purchasing Agent