

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
CITY OF LINCOLN-LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**ANNUAL SERVICE
FOR
Fire Extinguisher Inspection, Testing and Maintenance
Bid No. 15-263**

**Ash Fire & Safety Co.
3900 So. 6th Street, Suite 2
Lincoln, NE 68502
(402) 817-1332**

**CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA and
CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Ash Fire & Safety Co., 3900 S. 6th Street, Suite 2, Lincoln, NE 68502, 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, and the City of Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have 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:

Fire Extinguisher Inspection, Testing and Maintenance, Bid No. 15-263

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 full 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:

The 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. The Owners shall order on an as-needed basis for the duration of the contract. The estimated cost of products or services for City Departments shall not exceed \$19,000.00 per year, for a total of \$76,000.00 during the contract term without approval. The estimated cost of products or services for County agencies shall not exceed \$1,000.00 per year, for a total of \$ 4,000.00 during the contract term without approval by the Board of Commissioners. The estimated cost of products or services for the City of Lincoln-Lancaster County Public Building Commission shall not exceed \$2,000.00 per year, for a total of \$8,000.00 during the contract term without approval by the Board of the Public Building Commission.

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, Lancaster County, Nebraska and City of Lincoln-Lancaster County Public Building Commission. 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" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Building Commission.

8. Audit Provision: Ash Fire & Safety Co. shall be subject to an audit and shall, upon request, make available to the City of Lincoln-Lancaster County Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.
9. Period of Performance. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a four (4) year term.
10. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Response
 3. Business License Certificate
 4. Certifications
 5. NFPA Certificate
 6. Owners Licenses
 7. References
 8. Specifications
 9. Locations and Quantities
 10. Term Contract Provisions
 11. Instructions to Bidders
 12. Insurance Requirements
 13. Sales Tax Exemption Form 13
(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

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 upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

**ANNUAL SERVICE
FOR
Fire Extinguisher Inspection, Testing and Maintenance
Bid No. 15-263
Ash Fire & Safety Co.**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:


Secretary

Seal

Ash Fire & Safety Co.
Name of Corporation

3900 So 6th St Ste #2 Lincoln, NE, 68502
Address

By: 
Duly Authorized Official

President
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 Signature Page

**ANNUAL SERVICE
FOR
Fire Extinguisher Inspection, Testing and Maintenance
Bid No. 15-263
Ash Fire & Safety Co.**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

Approved by Resolution No. _____

dated _____

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing	Address	
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		
Phone	1 (402) 441-8313		Lincoln, NE 68508		
Fax	1 (402) 441-6513	Contact	Rachelle Hinze, Buyer	Contact	
			Purchasing		
Bid Number	15-263	Department		Department	
Title	Annual Service for Fire Extinguisher Inspection, Testing and Maintenance	Building	Suite 200	Building	
		Floor/Room		Floor/Room	
Bid Type	Bid	Telephone	(402) 441-8313	Telephone	
Issue Date	12/02/2015	Fax	(402) 441-6513	Fax	
Close Date	12/18/2015 12:00:00 PM CT	Email	rhinze@lincoln.ne.gov	Email	
Need by Date					

Supplier Information

Company Ash Fire & Safety
 Address 3900 S. 6th Street, Suite 2

 Lincoln, NE 68502
 Contact Jeff Thomas
 Department
 Building
 Floor/Room
 Telephone 1 (402) 817-1332
 Fax 1 (402) 281-9743
 Email info@ashfireandsafety.com
 Submitted 12/17/2015 11:49:18 AM CT
 Total \$6,623.17

Signature Jeff Thomas/Mark Ash

Email info@ashfireandsafety.com

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	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Quantities and Locations	I acknowledge that the quantities listed for each location are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract. New locations and quantities may change during the term.	Y
5	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
6	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	YES-(a) bid prices firm for the four year term from the date of the executed contract
9	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
10	Reference	List three references to include a contact person, address, telephone number and a listing of the type of work completed for them.	Please refer to reference attachment
11	Contact	Name of person submitting this bid:	Jeff Thomas/Mark Ash
12	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1,853	EA	Service/Inspection/Tag of Each Unit	\$0.99

Item Notes:

Supplier Notes:

2	13	EA	New 2.5 lb. ABC Fire Extinguisher	\$25.00
---	----	----	-----------------------------------	---------

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer & Model	Please provide the Manufacturer and Model No. of the item you are bidding.	AMEREX-B417T / STRIKE FIRST-ABC 2.5-V

3	16	EA	New 5 lb. ABC Fire Extinguisher	\$29.00
---	----	----	---------------------------------	---------

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide the Manufacturer and Model No. of the item you are bidding.	AMEREX-B500 / STRIKE FIRST-ABC 5HP-ALV

4	1	EA	New 5 lb. ABC Fire Extinguisher with Vehicle Bracket	\$29.00
---	---	----	--	---------

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide the Manufacturer and Model No. of the item you are bidding.	AMEREX-B500T / STRIKE FIRST-ABC 5HP-ALV-V

5	1	EA	New 10 lb. ABC Fire Extinguisher	\$45.00
---	---	----	----------------------------------	---------

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide Manufacturer and Model of the item you are bidding.	AMEREX-B456 / STRIKE FIRST-ABC 10-W

6 1 EA New 20 lb. ABC Fire Extinguisher \$83.00

Item Notes:

Supplier Notes: AMEREX-A411 / STRIKE FIRST-ABC 20-W

7 1 EA New 2.5 lb Halatron Fire Extinguisher \$94.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer & Model	Please provide Manufacturer and Model of the item you are bidding.	AMEREX-B385TS

8 1 EA New 5 lb Halatron Fire Extinguisher \$136.50

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide Manufacturer and Model of the item you are bidding.	AMEREX-B386T

9 1 EA New Class K Fire Extinguisher \$130.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide Manufacturer and Model of the item you are bidding.	AMEREX-B260 / STRIKE FIRST-SF-6LK

10 10 EA 2.5# ABC and B.C Recharge \$3.00

Item Notes:

Supplier Notes:

11 65 EA 5# ABC and B.C Recharge \$6.00

Item Notes:

Supplier Notes:

12	30	EA	10# ABC and BC Recharge	\$10.00
			Item Notes:	
			Supplier Notes:	
13	10	EA	20# ABC and BC Recharge	\$12.00
			Item Notes:	
			Supplier Notes:	
14	1	EA	Class K Recharge	\$32.00
			Item Notes:	
			Supplier Notes:	
15	6	EA	15# CO2 Cylinder Recharge	\$15.00
			Item Notes:	
			Supplier Notes:	
16	15	EA	CO2 Cylinder Hydro Test	\$15.00
			Item Notes:	
			Supplier Notes:	
17	40	EA	Dry Chemical Vessel Hydro Test	\$4.75
			Item Notes:	
			Supplier Notes:	
18	15	EA	2.5# (6) Six Year Maintenance	\$3.75
			Item Notes:	
			Supplier Notes:	
19	1	EA	5# ABC (6) Six Year Maintenance	\$6.00
			Item Notes:	
			Supplier Notes:	

20	12	EA	10# (6) Six Year Maintenance	\$10.00
Item Notes:				
Supplier Notes:				
21	9	EA	20# (6) Six Year Maintenance	\$12.00
Item Notes:				
Supplier Notes:				
22	14	EA	Gauge	\$2.50
Item Notes:				
Supplier Notes:				
23	52	EA	Pull Pin	\$0.45
Item Notes:				
Supplier Notes:				
24	106	EA	O-Ring	\$0.35
Item Notes:				
Supplier Notes:				
25	1	EA	Safety Disc	\$2.75
Item Notes:				
Supplier Notes:				
26	72	EA	Valve Stem	\$3.00
Item Notes:				
Supplier Notes:				
27	63	EA	Rivets	\$0.15
Item Notes:				
Supplier Notes:				

28	56	EA	Universal Hose Strap and Clip	\$2.50
Item Notes:				
Supplier Notes:				
29	12	EA	Haz Mat Label	\$0.75
Item Notes:				
Supplier Notes:				
30	5	EA	Heavy Duty Fire Extinguisher Cover	\$16.00
Item Notes:				
Supplier Notes:				
31	300	EA	Tamper Seal	\$0.25
Item Notes:				
Supplier Notes:				
32	10	EA	Ansul Valve	\$3.00
Item Notes:				
Supplier Notes:				
33	106	EA	Collar Ring	\$0.25
Item Notes:				
Supplier Notes:				
34	12	EA	195 Lb. D/C Gauge	\$4.75
Item Notes:				
Supplier Notes:				
35	23	EA	Hazardous Material Label	\$0.25
Item Notes:				
Supplier Notes:				

36	1	EA	Ansul Sentry Fixed Nozzle	\$0.50
----	---	----	---------------------------	--------

Item Notes:

Supplier Notes:

37	500	Lbs	ABC Powder	\$2.00
----	-----	-----	------------	--------

Item Notes: Unit price is per pound

Supplier Notes:

38	20	EA	Stick on Arrow Fire Extinguisher Sign	\$2.00
----	----	----	---------------------------------------	--------

Item Notes:

Supplier Notes:

39	10	EA	Ridged Plastic Arrow Fire Extinguisher Sign	\$2.75
----	----	----	---	--------

Item Notes:

Supplier Notes:

Response Total:	\$6,623.17
-----------------	------------

11.30.2015

ASH FIRE & SAFETY CO.

To

Rachelle J. Hinze
440 S. 8th St., Suite 200
Lincoln, Ne 68508
402-441-8313
rhinze@lincoln.ne.gov

Dear Shelly,

References (5) for City/County Bid:

TECUMSEH STATE CORRECTIONAL INSTITUTE
2725 NORTH HIGHWAY 50
TECUMSEH, NE 68450
SARA FYLNN 402-335-5159
** Extinguisher Service **

Nebraska Department of Corrections-Purchasing Department
Folsom & W. Prospector Place Bldg. #1
Lincoln, NE 68509-4661
Jeff Laabs, Buyer III 402-479-5646
** System & Extinguisher Service **

NEBRASKA MILITARY DEPARTMENT-FACILITY MANAGEMENT OFFICE
2433 NW 24TH STREET
LINCOLN, NE 68524-1801
JOHN KEANE 402-429-5759
** System & Extinguisher Service **

NESTLE PURINA PETCARE
PO BOX 96
CRETE, NE 68333
LINDA WOOLSEY 402-826-8705
** Extinguisher Service **

FIVE GUYS BURGERS & FRIES
7345 DODGE STREET
OMAHA, NE 68114
BRAD LAU 402-393-5200
** System & Extinguisher Service **

Warm regards,

Jeff Thomas & Mark Ash

Owners

info@ashfireandsafety.com

Ash Fire & Safety Co.

Tel 402-817-1332

3900 S. 6th Street, Suite 2
Lincoln, Ne 68502

www.ashfireandsafety.com
info@ashfireandsafety.com



Serial Number
1486222

0000099

DATE 10/14/2015

LOCATION ADDRESS

**ASH FIRE & SAFETY CO
3900 S 6TH ST STE 2
LINCOLN NE 68502**

DISPLAY PROMINENTLY AT BUSINESS LOCATION

Nebraska Department of Revenue

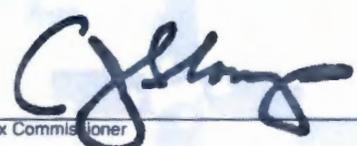
•To cancel, see instructions on reverse

SALES TAX PERMIT FOR THIS LOCATION

MAILING ADDRESS

**ASH FIRE & SAFETY CO
3900 S 6TH ST STE 2
LINCOLN NE 68502**

**NONTRANSFERABLE
STATE IDENTIFICATION NO
001-011834579**


Tax Commissioner

**F
P
C
LTD**

FIRE PROTECTION CERTIFICATION

This Certifies That

**JEFF THOMAS
ASH FIRE & SAFETY COMPANY**

**Has completed a training seminar on
FIRE EXTINGUISHERS**

**Certification of Service Personnel per NFPA #10
Placement, Annual Maintenance & Inspections
Six year maintenance, Hydrotesting & Recharging
DOT Haz-Mat Function specific & Security Awareness Training
Hydrotesting DOT Low & High Pressure Cylinders
8 Hour Course**

June 4, 2014
Omaha, NE


Director of Training

This certificate expires three years from the date of issue #0115079

**F
P
C
LTD**

FIRE PROTECTION CERTIFICATION

This Certifies That

MARK ASH

ASH FIRE & SAFETY COMPANY

**Has completed a training seminar on
FIRE EXTINGUISHERS**

**Certification of Service Personnel per NFPA #10
Placement, Annual Maintenance & Inspections
Six year maintenance, Hydrotesting & Recharging
DOT Haz-Mat Function specific & Security Awareness Training
Hydrotesting DOT Low & High Pressure Cylinders
8 Hour Course**

June 4, 2014
Omaha, NE


Director of Training

This certificate expires three years from the date of issue #0115079

**F
P
C
LTD**

FIRE PROTECTION CERTIFICATION

This Certifies That

JEFF THOMAS

ASH FIRE & SAFETY COMPANY

**Has successfully completed a training seminar
on the service and maintenance of**

**PRE - ENGINEERED RESTAURANT
FIRE SUPPRESSION SYSTEMS**

**Service Technician Certification per NFPA 17A, 96 & ICC
8 HOUR COURSE**

June 5, 2014
Omaha, NE


Director of Training

This certificate expires three years from the date of issue #0115064

**F
P
C
LTD**

FIRE PROTECTION CERTIFICATION

This Certifies That

MARK ASH

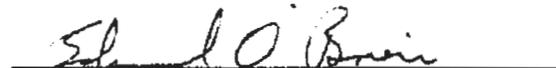
ASH FIRE & SAFETY COMPANY

**Has successfully completed a training seminar
on the service and maintenance of**

**PRE - ENGINEERED RESTAURANT
FIRE SUPPRESSION SYSTEMS**

**Service Technician Certification per NFPA 17A, 96 & ICC
8 HOUR COURSE**

June 5, 2014
Omaha, NE


Director of Training

This certificate expires three years from the date of issue #0115064



Certificate of Completion

This is to certify that

Jeff Thomas

An employee of

Ash Fire & Safety Co., Lincoln, NE, USA

an AUTHORIZED BADGER DISTRIBUTOR

has successfully completed a certification training session covering design, installation, operation and maintenance and has demonstrated a practical knowledge of following Badger systems/products:

Industry Guard Dry Chemical Fire Suppression System



John Powers, Commercial Services Manager

Credit:

Issuc Date: 05/13/2015

Expiration Date: 05/12/2018

Certificate No: 55098

This certificate is non-transferable. Certificate is only valid as long as the above named company employs the certified individual. Acceptance of this certificate implies agreement to abide by the terms of distributor agreement by the above named company and individual. Any violation or alteration of this certificate will result in the immediate voiding of this certificate.



Certificate of Completion

This is to certify that

Jeff Thomas

An employee of

Ash Fire & Safety Co., Lincoln, NE, USA

an AUTHORIZED BADGER DISTRIBUTOR

has successfully completed a certification training session covering design, installation, operation and maintenance and has demonstrated a practical knowledge of following Badger systems/products:

Range Guard Wet Chemical Fire Suppression System

John Powers, Commercial Services Manager

Credit:

Issue Date: 05/12/2015

Expiration Date: 05/11/2018

Certificate No: 55070

This certificate is non-transferable. Certificate is only valid as long as the above named company employs the certified individual. Acceptance of this certificate implies agreement to abide by the terms of distributor agreement by the above named company and individual. Any violation or alteration of this certificate will result in the immediate voiding of this certificate.



Certificate of Completion

This is to certify that

Mark Ash

An employee of

Ash Fire & Safety Co., Lincoln, NE, USA

an AUTHORIZED BADGER DISTRIBUTOR

has successfully completed a certification training session covering design, installation, operation and maintenance and has demonstrated a practical knowledge of following Badger systems/products:

Industry Guard Dry Chemical Fire Suppression System



John Powers, Commercial Services Manager

Credit:

Issue Date: 05/13/2015

Expiration Date: 05/12/2018

Certificate No: 55097

This certificate is non-transferable. Certificate is only valid as long as the above named company employs the certified individual. Acceptance of this certificate implies agreement to abide by the terms of distributor agreement by the above named company and individual. Any violation or alteration of this certificate will result in the immediate voiding of this certificate.



Certificate of Completion

This is to certify that

Mark Ash

An employee of

Ash Fire & Safety Co., Lincoln, NE, USA

an AUTHORIZED BADGER DISTRIBUTOR

has successfully completed a certification training session covering design, installation, operation and maintenance and has demonstrated a practical knowledge of following Badger systems/products:

Range Guard Wet Chemical Fire Suppression System

John Powers, Commercial Services Manager

Credit:

Issue Date: 05/12/2015

Expiration Date: 05/11/2018

Certificate No: 55069

This certificate is non-transferable. Certificate is only valid as long as the above named company employs the certified individual. Acceptance of this certificate implies agreement to abide by the terms of distributor agreement by the above named company and individual. Any violation or alteration of this certificate will result in the immediate voiding of this certificate.



National Fire Protection Association

Be it known that NFPA recognizes

JEFF THOMAS

as a Member in Good Standing and is entitled to
all the rights, honors and privileges of membership.



In witness thereof, the Seal of this Association
and the signature of its duly appointed officer is
affixed to this certificate.

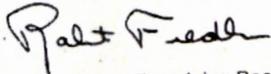
August 13, 2014

Date of Issue

Jim Pauley, President

**Gas Extinguishing System
Apprentice**

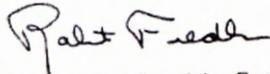
This Certifies that
JEFF THOMAS
holds certificate No. **KAG20**
in the City of Lincoln, Nebraska
Registration expires on **5/31/2016**



Secretary, Fire Examining Board

**Gas Extinguishing System
Apprentice**

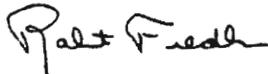
This Certifies that
MARK ASH
holds certificate No.
in the City of Lincoln, Nebraska
Registration expires on **5/31/2016**



Secretary, Fire Examining Board

Wet/Dry Chemical Contractor

This Certifies that
JEFF THOMAS
holds certificate No. **KM31**
in the City of Lincoln, Nebraska
Registration expires on **5/31/2016**



Secretary, Fire Examining Board

Annual Requirements for Fire Extinguisher Inspection, Testing and Maintenance

1. SUPPLEMENTAL TO INSTRUCTIONS TO BIDDERS

- 1.1 The City of Lincoln, Lancaster County and the Lincoln-Lancaster County Public Building Commission, (hereafter referred to as "Owners") will enter into a contract for the Annual Requirements for Fire Extinguisher Inspection, Testing and Maintenance.
- 1.2 The contract term shall be a four (4) year term from the date of execution upon approval by both parties.
- 1.3 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Rachelle Hinze, Buyer (rhinze@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.4.1.1 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.4.2 No direct contact is allowed between Contractor and other City staff throughout the bid process.
 - 1.4.2.1 Failure to comply with this directive may result in Vendor bid being rejected.

2. RESPONSIBILITIES OF THE VENDOR

- 2.1 Testing and inspections will be completed on normal business days. (Monday - Friday; 8:00am - 4:00pm) with weekend, holiday and emergency response available, if requested.
 - 2.1.1 Vendor shall contact the department representative to schedule the inspection 24 hours prior to any service.
 - 2.1.2 Inspection and testing shall be performed by an approved extinguisher servicing company.
- 2.2 Contractor shall provide all necessary labor, supplies, fuel, equipment and materials to perform on-site inspections, testing and maintenance.
- 2.3 All maintenance, testing and inspections must comply with NFPA regulations as adopted by Nebraska State Fire Marshal, City of Lincoln, State of Nebraska and Federal regulations.
- 2.4 Contractor must be licensed under the State of Nebraska and show proof at the time of the contract.
- 2.5 Any problem found during the inspection must be corrected immediately.
- 2.6 Hydrostatic testing shall include internal and external testing and examination of the cylinder.
- 2.7 Pricing shall not deviate from those listed in e-bid for a period of one year from date of execution.
 - 2.7.1 Any price deviation after one (1) year shall be sent on company letterhead to City of Lincoln, Purchasing to amend the contract.
 - 2.7.1.1 Vendor must give a 30 day notice.
- 2.8 Vendor must provide a certificate of Insurance meeting City of Lincoln/Lancaster County and Public Building Commission guidelines. (Certificate due at time of contract signature).
- 2.9 Emergency requests shall be responded to within a 2 hour period, 24 hours a day.

- 2.10 Contractor shall provide an estimate of repairs prior to servicing the extinguishers to the department representative.
 - 2.10.1 Estimates and invoices shall be signed by designated department representative prior to completion of work.
- 2.11 Contractor shall furnish a one year labor and materials warranty for any repairs.
- 2.12 Unit price shall include a flat rate amount for services specified per the line item.
- 2.13 Fuel surcharges or any other charges are **not** acceptable for this service.
- 2.14 **Fire extinguishers that are associated with any fire suppression system are under contract and shall not be serviced under this contract.**
- 2.15 Contractor shall provide a verification of service collar for each fire extinguisher inspected, tested and/or serviced (unless the fire extinguisher type is exempted).
 - 2.16.1 The date of the recharge, maintenance and/or hydro testing was performed and the initials of the person performing the inspection must be recorded on the tag or label attached to each extinguisher.
 - 2.16.2 When replacing with a new tag the old tag shall be removed.
- 2.17 If fire extinguisher is removed from the premises for testing or servicing, a loaner of the same size and type shall be provided to the department.
- 2.18 A legible copy shall be provided to the department for the annual inspection report for each location.
- 2.19 Contractor shall not be allowed to bill an additional trip charge to retrieve the needed materials, supplies, equipment and parts that are needed for repairs.
- 2.20 Owners may call contractor to set up a scheduled time for inspection/testing and charging for its locations.
 - 2.20.1 Owners may remove all the extinguishers from the equipment and/or buildings for availability for contractor to inspect/test.

3. REFERENCES

- 3.1 Contractor shall give two references to include a contact person, address, telephone number and a listing of the type of work completed for them.
 - 3.1.1 ONE REFERENCE MUST BE A CORRECTIONAL FACILITY REFERENCE.
 - 3.1.2 References shall be included in the e-bid response either in the attribute section or as a Vendor Response Attachment.

4. ASSIGNMENT AND TERMINATION

- 4.1 This agreement shall not be assigned by the Successful Contractor without express written permission of the Owners.
- 4.2 The Owners may terminate the contract for cause if the Contractor:
 - 4.2.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete vending service.
 - 4.2.2 Fails to make payments to the Owners for commissions or is continuously late with commission payments.
 - 4.2.3 Fails to make payments to suppliers or subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and subcontractors.
 - 4.2.4 If the Contractors employees commit a breach of facility security rules.
 - 4.2.5 Otherwise commits a substantial breach of any provision of the contract agreement.
- 4.3 By mutual agreement with both parties of the contract, upon receipt and acceptance of not less than sixty (60) calendar days written notice, the contract

may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.

4.3.1 Upon such termination, the Contractor shall pay the Owners the full commission amount due as a result of all vending transactions properly completed using the equipment placed on Owners property, to the date of termination and not previously paid to the Owners.

LOCATION:	# OF EXT'S
233 S. 10TH STREET	27
625 N. 46TH STREET	7
AGING SERVICES	15
AIRPARK COMMUNITY CENTER	4
AIRPARK POOL	1
ANDERSON LIBRARY	3
ANTELOP & CLOSED SHELTER	1
ASHLAND WATER DEPARTMENT	98
AULD PAVILION	5
BALLARD POOL	1
BELMONT POOL	1
BENNETT MARTIN LIBRARY	22
BETHANY LIBRARY	2
CALVERT REC CENTER	2
CARPENTRY & HEAVY EQUIPMENT	18
COLD STORAGE	7
COMMUNITY MENTAL HEALTH	21
CONTRY CLUB OF LINCOLN	26
COUNTY CLUB OF LINCOLN GROUNDS	6
COUNTY POLICE STATION	3
EASTERDAY REC CENTER	3
EDEN POOL	1
EISELY LIBRARY	3
ELECTION COMMISSION	7
F STREET RECREATION CENTER	8
FLEET SERVICE	16
FORESTRY & HORTICULTURE	21
GERE LIBRARY	6
HIGHLAND POOL	4
HIGHLANDS GOLF COURSE	8
HOLMES GOLF COURSE	7
IRVINGDALE POOL	1
JIM AGER JR.GOLF COURSE	2
JUVENILE DETENTION CENTER	22
K STREET COMPLEX	43
LANCASTER SHOP	153
LANDFILL - 5101 NORTH 48TH ST.	22
LANDFILL - 6001 BLUFF ROAD	32
LAW BUILDING	70
MAHONEY GOLF COURSE	8
MAINTENANCE SHOP-PIONEERS SHOP	22
MANAGEMENT -3140 N STREET	20
MANAGEMENT SHOP-2300 Q STREET	2
MUNY BUILDING	4
NATURE CENTER & POINEERS PARK	14

NE MOTOR VEHICLES	2
NE SENIOR CENTER	4
NE TREATMENT PLANT	41
NORTHEAST TREATMENT PLANT	36
OLD CITY HALL	9
PARK GOLF COURSE	3
PARKING GARAGE-555 S. 10TH STREET	5
PARKS & REC- AGR PLAY CENTER	2
PARKS & REC- NW DISTRICT -3130 N. 5TH	6
PARKS & REC-2748 A STREET	2
PARKS & REC-6400 NORMAL	5
PAVING & REPAIR -OFFICES & WATERSHE	3
PAVING & REPAIR-3180 SOUTH	8
PAVING & REPAIR-32ND & BALDWIN	13
PINE LAKE GOLF COURSE	4
POLICE GARAGE	(VARIES)-16
RADIO MAINTENANCE	11
SOUTH LIBRARY	2
TRABERT HALL	25
TRAFFIC DIVISION	28
UNIVERSITY PLACE POOLS	2
WALT LIBRARY (SW)	2
WASTE WATER	132
WATER DPARTMENT	87
WILLARD COMMUNITY CENTER	5
WOODS POOL	2

SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid::
11.1.1 Manufacturer's warranties and/or guarantees.
11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. EXECUTION OF AGREEMENT

20.1 Depending on the type of service and commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

- a. **PURCHASE ORDER**, unless otherwise noted.
 - 1. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission Purchase Order.
 - 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- b. **CONTRACT**, unless otherwise noted.
 - 1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 3. The City, County and City-County Public Building Commission will sign and date the Contract.
 - 4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

22. CITY AUDIT ADVISORY BOARD

22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

23. E-VERIFY

23.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER
COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN,
NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 each Occurrence
Contractual Liability	\$1,000,000 each Occurrence
Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - Contractual Liability coverage shall be included.
 - Products Liability and/or Completed Operations coverage shall be included.
 - Personal Injury Liability coverage shall be included.

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
-----------------------------------	-----------------------------------

- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance (For Building Construction Contracts Only): Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

Advertise 2 times
Friday, December 4, 2015
Wednesday, December 9, 2015

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 p.m., Wednesday, December 18, 2015** for providing the following:

Annual Service
Fire Extinguisher Inspection, Testing and Maintenance
Bid No. 15-263

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration")

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7417 or (402) 441-7416 or purchasing@lincoln.ne.gov