

RECEIVED
 C-13-0462
 SEP 05 2013
 LANCASTER COUNTY
 CLERK

AMENDMENT TO AGREEMENT
 LANCASTER COUNTY
 Fire System Inspections
 Correction - IDF 605 So. 10th St. & LCF - 4420 NW 41st St., Lincoln, NE
 Bid No. 3063 3036

This Amendment is hereby entered into on this 13th day of August, 2013, by and between Protex Central, Inc., P.O. Box 1467, 1239 N. Minnesota, Hastings, NE 68902 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Agreement dated August 24, 2010 under County Contract No. C-10-0433, (the "Agreement"), for Fire System Inspections, Corrections - IDF 605 So. 10th St. & LCF - 4420 NW 41st St., Lincoln, NE, Bid No. 3063, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is August 24, 2010 through August 23, 2013; and

WHEREAS, the parties wish to extend the Contract beginning August 24, 2013 through January 31, 2014 and

Whereas, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$2,800.00 without approval by the Lancaster County Board.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-10-0433 and stated herein the parties agree as follows:

- 1) The Contract shall be extended beginning August 24, 2013 through January 31, 2014.
- 2) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 10 day of September, 2013

Approved as to form

this 10 day of Sept, 2013

Brian J. Johnson
 Deputy County Attorney
 Lancaster County Attorney

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated 8/13/13

Company Name: (PLEASE PRINT)	<u>Protex Central, Inc</u>
By: (PLEASE PRINT)	<u>Terrance A McLean</u>
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	<u>Regional Sales Director</u>
Company Address: (PLEASE PRINT)	<u>6775 S 118th Street, Omaha, NE 68137</u>
Company Phone & Fax: (PLEASE PRINT)	<u>402-592-8225 402-592-8222</u>
E-Mail Address: (PLEASE PRINT)	<u>Terrance.McLean @ ProtexCentral.net</u>

C-10-0433

RECEIVED

AUG 19 2010

LANCASTER COUNTY
CLERK

 COPY

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Fire System Inspections
Corrections - IDF 605 So. 10th St. &
LCF - 4420 NW 41st St.
Lincoln, Nebraska
Bid No. 3063**

**Protex Central, Inc.
P.O. Box 1467
1239 N. Minnesota
Hastings, NE 68902
402-463-0666**

**LANCASTER COUNTY
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 24 day of August 2010, by and between Protex Central, P.O. Box 1467, 1239 N. Minnesota, Hastings, NE 68902, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County 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 Fire System Inspections - Corrections-IDF, 605 So. 10th St. and LCF 4420 NW 41st St., Lincoln, NE and,

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

WHEREAS, the County, 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 County 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 County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The County agrees 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 County:

The County 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 for a total of \$ 3,806.00 per year.

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 County 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 County 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 County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's 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. The term of the contract will be three (3) years from date of execution. The County has the option to cancel various portions of the contract or the whole contract as requested depending on the completion of the new jail.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Insurance Requirements
 3. Accepted Proposal/Response
 4. Contract Agreement
 5. Specifications
 6. Addendums No. 1 and 2
 7. Sales Tax Exemption Form 13 and 17

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 LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

for *Thomas Fry*
Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

Bob Sharr
Ray A. Thurgood
Sammy Pedersen
Bob Workman
Member **Absent**

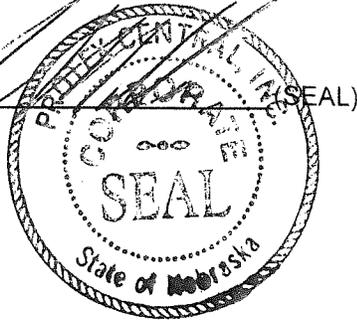
dated 8/24/10

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary



Protex Central, Inc
Name of Corporation
1246 Royal Dr. Papillion 68046
(Address)

By: *Jim Peterson*
Authorized Official
Onaka Branch Mgr
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

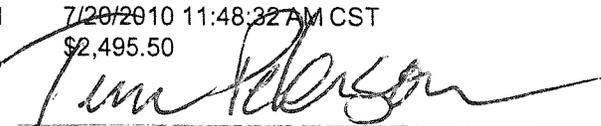
Signature

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing\City & County	Address
Email	rwalla@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8309		Lincoln, NE 68508	Contact
Fax	1 (402) 441-6513	Contact	Robert Walla Asst. Purchasing Agent	Department Building
Bid Number	3063 Addendum 2	Department		Floor/Room Telephone
Title	Fire System Inspections - Corrections - IDF 605 So. 10th St. and LCF 4420 NW 41st. St.	Building		Fax Email
Bid Type	Quote	Floor/Room		
Issue Date	07/06/2010	Telephone	1 (402) 441-8309	
Close Date	7/20/2010 3:00:00 PM CST	Fax	1 (402) 441-6513	
Need by Date		Email	rwalla@lincoln.ne.gov	

Supplier Information

Company Protex Central, Inc
 Address PO Box 1467
 1239 N Minnesota
 Hastings, NE 68902
 Contact Kevin Turner
 Department Finance
 Building
 Floor/Room
 Telephone 1 (402) 463-0666
 Fax 1 (402) 463-6057
 Email
 Submitted 7/20/2010 11:48:32 AM CST
 Total \$2,495.50

Signature 

Supplier Notes

Bid Notes

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes

2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Electronic Signature	Please check here for your electronic signature.	Yes
4	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
5	Contact	Name of person submitting this bid:	Kevin Thomas
6	Specifications	Testing and inspections will be completed on normal County business days and times.(Monday - Friday; 8am-5pm). Pricing shall not deviate from those listed in ebid for a period of one year from date of execution. Vendor must provide a certificate of Insurance meeting Lancaster County guidelines.(Certificate due at time of contract signature) All testing and inspections must meet City of Lincoln, State of Nebraska and Federal guidelines for this type of service. List any and all exceptions to the statements listed in this section.	No exceptions.
7	Service Calls	Can you provide service as needed on the equipment being bid? If yes, what is your cost for this type of service?	Yes. \$85.00 per hour 8-5 \$127.50 After hours \$170.00 Weekends and Holidays
8	Value Added Services	List any services your company provides at no charge which we would consider "value added services".	none.
9	Emergency Calls	Does your company provide emergency service calls (those calls outside of normal working days and hours), 24 hours a day, 7 days a week? If yes, what is the hourly rate and any other fees associated with this type of call?	Yes. \$127.50 After hours \$170.00 Weekends and Holidays
10	Parts Replacement	Are you qualified to replace any and all parts on the equipment located in the Correctional Facilities listed? If no, What can or can't you provide? If yes, Will you offer a percentage above invoice price discount to the County for all parts? Please explain in space provided or as an attachment in the Response Attachments section of your ebid	Yes, we can replace all equipment. We would be willing to negotiate a discount.
11	References	List two references to include a contact person, address, telephone number and a listing of the type of work completed for them. THESE MUST BE CORRECTIONAL FACILITY REFERENCES! Information can be listed in this section or attached to the Response Attachment section of your ebid.	Sara Flinn 2725 North Hwy. 50 Tecumseh, NE 68450 402-335-7893 Fire Alarm inspections and service. Glenda Joint Omaha Correctional Center 2323 East Ave. Omaha, NE 68110 402-595-3963 Fire Alarm inspections and service.
12	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

13 Agreement to Addendum No. 2

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	1	EA	Fire Sprinkler System (Annual Test and Inspect)- 605 So. 10th Street.	\$1,185.00
<p>Item Notes: Wet/Dry Pipe Sprinkler Inspection
 Includes one riser, tamper and flow.
</p> <p>Supplier Notes: This price includes services for line commodities 1,2,4,5 and 6. Inspections are on an annual basis (1 per year). We will be sub-contracting with DeMaranville Installations, Inc. for the associated fire sprinkler work.</p>				
2	1	EA	Fire Sprinkler System (Annual Test and Inspect)- 605 So. 10th Street. ADDITIONAL RISER INSPECTION FEE!	\$0.00
<p>Item Notes: Wet/Dry Pipe Sprinkler Inspection
</p> <p>Supplier Notes: Included in line commodity 1 price.</p>				
3	1	EA	Fire Alarm Detection System Testing and Inspections IDF Facility - 605 So. 10th Street COMPLETE SYSTEM - LUMP SUM TOTAL	\$1,008.00
<p>Item Notes: System Inspection and Testing on the following equipment:
 Annunciator Panel - Annual Inspect
 Simplex 4100 Fire Alarm Panel - Semi-Annual
 Smoke Detectors(test, inspect, clean and sensitivity test)(Total 272 Units) - Annual
 Duct Smoke Detector - Analog (Sensitivity Not Required)(Total 21 Units) - Annual
 Audio/Visual Unit - 41 Units - Each
 Pull Station - 18 Units - Annual
</p> <p>Supplier Notes: Inspections are on a semi-annual basis (2 per year). The price listed is per inspection. The yearly price is \$2016.00 and good for this three year contract.</p>				
4	1	EA	Kitchen Fire Suppression System Inspection and Test Includes up to 3 Links per inspection Annual Inspection or as required under Local/State Regulations. 605 So. 10th Street	\$0.00
<p>Item Notes:</p> <p>Supplier Notes: Included in line commodity 1 price.</p>				
5	1	EA	Backflow Preventer Testing and Inspection - 605 So. 10th St. Fire Protection Above Ground Annual Inspection	\$0.00
<p>Item Notes:</p> <p>Supplier Notes: Included in line commodity 1 price.</p>				

6	1	EA	Fire Pump Testing and Inspection - 605 So. 10th St. Full Flow Pump Test (500 gpm) Annual Inspection	\$0.00
---	---	----	---	--------

Item Notes:

Supplier Notes: Included in line commodity 1 price.

7	1	EA	Fire Alarm Detection System Testing and Inspections LCF Facility - 4420 NW 41st Street COMPLETE SYSTEM - LUMP SUM TOTAL	\$302.50
---	---	----	---	----------

Item Notes: System Inspection and Testing on the following equipment:

 Annunciator Panel - Annual Inspect

 Class B Notifier 5000 Fire Alarm Panel - Semi-Annual

 Smoke Detectors(test, inspect, clean and sensitivity test)(Total 59 Units) - Annual

 Duct Smoke Detector - Analog (Sensitivity Not Required)(Total 2 Units) - Annual

 Audio/Visual Unit - 14 Units - Each

 Pull Station - 6 Units - Annual

 Control Units - 57 Lamps and LED's

 3 Sprinkler Heads and 1 Back Flow Preventer.

Supplier Notes: Inspections are on a semi-annual basis (2 per year). The price listed is per inspection. The yearly price is \$605.00 and good for this three year contract.

Response Total:	\$2,495.50
-----------------	------------

LANCASTER COUNTY

COUNTY-CITY BUILDING Telephone: (402) 441-7410
LINCOLN, NEBRASKA 68508 FAX: (402) 441-6513
BOARD OF COMMISSIONERS

ADDENDUM #1

Issue Date: 07/06/10

Quote 3063

FOR

FIRE SYSTEM INSPECTIONS

Addenda are instruments issued by the County 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 to the County's specification and bidding documents:

1. The Prebid Meeting time has changed from 10:00am to 1:00pm. Meet in the lobby at 605 So. 10th Street.
2. The term of the contract will be 3 years from date of execution. The County has the option to cancel various portions of the contract or the whole contract as requested depending on the completion of the new jail.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Assistant Purchasing Agent

COMMISSIONERS

DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN

KERRY EAGAN, Chief Administrative Officer

LANCASTER COUNTY

COUNTY-CITY BUILDING Telephone: (402) 441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

ADDENDUM #1

Issue Date: 07/06/10

Quote 3063

FOR

FIRE SYSTEM INSPECTIONS

Addenda are instruments issued by the County 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 to the County's specification and bidding documents:

1. The Prebid Meeting time has changed from 10:00am to 1:00pm. Meet in the lobby at 605 So. 10th Street.
2. The term of the contract will be 3 years from date of execution. The County has the option to cancel various portions of the contract or the whole contract as requested depending on the completion of the new jail.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Assistant Purchasing Agent

COMMISSIONERS

DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer

LANCASTER COUNTY

COUNTY-CITY BUILDING Telephone: (402) 441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

ADDENDUM #2 Issue Date: 07/16/10 Quote 3063 FOR FIRE SYSTEM INSPECTIONS

Addenda are instruments issued by the County 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 to the County's specification and bidding documents:

1. **Copies of the inspections at the Adult Detention Facility at 605 So. 10th Street and at the Lincoln Correctional Facility at 4420 NW 41st are attached in the Bid Attachment section.**
2. **The County shall exercise it's option to award this bid to more than one vendor if it is in the best interest of the County to do so. If your company would like to make a lower offer to service both locations, please include a price in the Supplier Notes section or attach a note to company letterhead indicating the combined pricing.**
3. **The bid has been extended to July 20, 2010.**

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Assistant Purchasing Agent

COMMISSIONERS

*DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN*
KERRY EAGAN, Chief Administrative Officer