

A-88674

**CONTRACT DOCUMENTS**

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

**ANNUAL REQUIREMENTS  
FOR  
Fire Extinguisher Inspection, Testing and Maintenance  
Bid No. 14-239**

**Jacobsen Fire Equipment  
140 W. Cornhusker Hwy  
Lincoln, NE 68521  
(402)314-0155**

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

THIS CONTRACT, made and entered into by and between Jacobsen Fire Equipment, 140 W. Cornhusker Hwy, Lincoln, NE 68521, 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 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:

**Annual Requirements for Fire Extinguisher Inspection, Testing and Maintenance, Bid No. 14-239**

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 total cost of products or services for County agencies shall not exceed \$1,000.00 each year for a total of \$4,000.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$19,000.00 each year for a total of \$76,000.00 during the contract term without approval. The total cost of products or services for the Public Building Commission shall not exceed \$2,000.00 each 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 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 Lincoln-Lancaster County Building Commission.
8. Audit Provision: The (Service Provider or Contractor) shall be subject to an audit and shall, upon request, make available to the 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. Special Provisions
  - 4. Specifications
  - 5. Locations and Quantities
  - 6. Performance Bond
  - 7. Instructions to Bidders
  - 8. Insurance Requirements
  - 9. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

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

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

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

Teresa J. Meier  
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler  
Chris Beutler, Mayor

**Approved by:**

Resolution No. A-88674

dated Dec 16, 2014

**LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

Attest:

Jeffery R. Kuznetsov  
Public Building Commission Attorney

Larry Hedlund  
Chairperson, Public Building Commission

dated 01.29.15

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

*William Behran*  
Deputy Lancaster County Attorney

The Board of County Commissioners of  
Lancaster, Nebraska

*Bob Barr*  
*Ken Surry*  
*Jane Holmbeck*  
*Jana B. Hume*  
*Nancy Huchant*  
dated *January 6, 2015*

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

*W.A.* (SEAL)  
Secretary

*Ash Fire & Safety Co.*  
Name of Corporation

*140 W Cornhusker Hwy Lincoln, NE*  
(Address)

By: *[Signature]*  
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/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	14-239	Department		Department
Title	Annual Requirements 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	09/25/2014	Fax	(402) 441-6513	Fax
Close Date	10/10/2014 12:00:00 PM CT	Email	rhinze@lincoln.ne.gov	Email
Need by Date				

### Supplier Information

Company JACOBSEN FIRE EQUIPMENT  
 Address 140 W Cornhusker HWY  
  
 Lincoln, NE 68521  
 Contact Jeff Thomas  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 314-0155  
 Fax 1 (402) 474-4211  
 Email info@jacobsenfireequipment.com  
 Submitted 10/10/2014 8:05:03 AM CT  
 Total \$8,917.95

Signature Jeff Thomas

Email info@jacobsenfireequipment.com

### Supplier Notes

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### Bid Notes

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### Bid Activities

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### Bid Messages

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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 _____	(A)
9	Performance Bond	I acknowledge that a Performance Bond in the amount of \$4,000.00 per year for a total of \$16,000.00 will be required with the signed contract upon award of this job.	Yes
10	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
11	Reference	List three references to include a contact person, address, telephone number and a listing of the type of work completed for them.	ATTACHED
12	Contact	Name of person submitting this bid:	JEFF THOMAS
13	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	\$1.50

Item Notes:

Supplier Notes:

2	13	EA	New 2.5 lb. ABC Fire Extinguisher	\$28.00
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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

3	16	EA	New 5 lb. ABC Fire Extinguisher	\$35.50
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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

4	1	EA	New 5 lb. ABC Fire Extinguisher with Vehicle Bracket	\$42.50
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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

5	1	EA	New 10 lb. ABC Fire Extinguisher	\$59.00
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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

6 1 EA New 20 lb. ABC Fire Extinguisher \$98.00

Item Notes:  
Supplier Notes:

7 1 EA New 2.5 lb Halatron Fire Extinguisher \$99.50

Item Notes:  
Supplier Notes:

Item Attributes: Please review the following and respond where necessary			Response
#	Name	Note	
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 \$142.50

Item Notes:  
Supplier Notes:

Item Attributes: Please review the following and respond where necessary			Response
#	Name	Note	
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 \$148.00

Item Notes:  
Supplier Notes:

Item Attributes: Please review the following and respond where necessary			Response
#	Name	Note	
1	Manufacturer and Model	Please provide Manufacturer and Model of the item you are bidding.	AMEREX & B260

10 10 EA 2.5# ABC and B.C Recharge \$4.00

Item Notes:  
Supplier Notes:

11 65 EA 5# ABC and B.C Recharge \$8.00

Item Notes:  
Supplier Notes:

12	30	EA	10# ABC and BC Recharge	\$11.50
			Item Notes:	
			Supplier Notes:	
13	10	EA	20# ABC and BC Recharge	\$14.50
			Item Notes:	
			Supplier Notes:	
14	1	EA	Class K Recharge	\$38.00
			Item Notes:	
			Supplier Notes:	
15	6	EA	15# CO2 Cylinder Recharge	\$20.00
			Item Notes:	
			Supplier Notes:	
16	15	EA	CO2 Cylinder Hydro Test	\$18.00
			Item Notes:	
			Supplier Notes:	
17	40	EA	Dry Chemical Vessel Hydro Test	\$6.00
			Item Notes:	
			Supplier Notes:	
18	15	EA	2.5# (6) Six Year Maintenance	\$4.00
			Item Notes:	
			Supplier Notes:	
19	1	EA	5# ABC (6) Six Year Maintenance	\$8.00
			Item Notes:	
			Supplier Notes:	

20	12	EA	10# (6) Six Year Maintenance	\$11.50
Item Notes:				
Supplier Notes:				
21	9	EA	20# (6) Six Year Maintenance	\$14.50
Item Notes:				
Supplier Notes:				
22	14	EA	Gauge	\$5.95
Item Notes:				
Supplier Notes:				
23	52	EA	Pull Pin	\$0.80
Item Notes:				
Supplier Notes:				
24	106	EA	O-Ring	\$1.00
Item Notes:				
Supplier Notes:				
25	1	EA	Safety Disc	\$3.25
Item Notes:				
Supplier Notes:				
26	72	EA	Valve Stem	\$3.25
Item Notes:				
Supplier Notes:				
27	63	EA	Rivets	\$0.80
Item Notes:				
Supplier Notes:				

28	56	EA	Universal Hose Strap and Clip	\$2.75
Item Notes:				
Supplier Notes:				
29	12	EA	Haz Mat Label	\$1.45
Item Notes:				
Supplier Notes:				
30	5	EA	Heavy Duty Fire Extinguisher Cover	\$19.50
Item Notes:				
Supplier Notes:				
31	300	EA	Tamper Seal	\$0.50
Item Notes:				
Supplier Notes:				
32	10	EA	Ansul Valve	\$3.25
Item Notes:				
Supplier Notes:				
33	106	EA	Collar Ring	\$1.50
Item Notes:				
Supplier Notes:				
34	12	EA	195 Lb. D/C Gauge	\$5.95
Item Notes:				
Supplier Notes:				
35	23	EA	Hazardous Material Label	\$1.45
Item Notes:				
Supplier Notes:				

36	1	EA	Ansul Sentry Fixed Nozzle	\$1.25
Item Notes:				
Supplier Notes:				
37	500	Lbs	ABC Powder	\$2.50
Item Notes: Unit price is per pound				
Supplier Notes:				
38	20	EA	Stick on Arrow Fire Extinguisher Sign	\$2.25
Item Notes:				
Supplier Notes:				
39	10	EA	Ridged Plastic Arrow Fire Extinguisher Sign	\$3.25
Item Notes:				
Supplier Notes:				
Response Total:				\$8,917.95