

10040216

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
Fire Turn-Out Gear  
Bid No. 10-072**

**Morning Pride Manufacturing, dba  
Honeywell First Responder Products  
#1 Innovation Court  
Dayton, OH 45414  
800-688-6148**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010, by and between Morning Pride Manufacturing, dba Honeywell First Responder Products, #1 Innovation Court, Dayton, OH 45414, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City 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 Turn-Out Gear Bid No. 10-072 and,

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

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

**Agreement to full proposal.**

2. The City 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 City:

**City will pay for products/service, according to the pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The price per set of Turn-Out Gear is \$1,873.06/set. This price includes Lifetime Warranty. The price for cleaning is also attached in the proposal. The City shall order on an as needed basis for the duration of the contract.**

3. Billing for this contract will come from:  
Honeywell First Responder Products  
#1 Innovation Court  
Dayton, OH 45414  
800-688-6148

Local Support for this contract will be provided by:

FireGuard Inc.  
4404 South 76<sup>th</sup> Cir.  
Omaha, NE 68127  
402-592-1999

4. 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.
5. 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.
6. Termination. This Contract may be terminated by the following:
  - 6.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 6.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
    - 6.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 6.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 6.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City 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.
7. 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 City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City'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.
8. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be for two years with the option for one additional two (2) year term if mutually agreeable by both parties. Current pricing is valid for two (2) years with a price increase not to exceed 5% per year for the two (2) remaining one (1) year renewals.

9. 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. Sales Tax Exemption Form 13

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

The Contractor and the City 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 City do hereby execute this contract.

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

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF LINCOLN, NEBRASKA

  
\_\_\_\_\_  
Mayor

dated May 28, 2010

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Secretary

*Jimmie H. Baker*  
*Notary Public*

**JIMMIE H. BAKER, Notary Public**  
In and for the State of Ohio  
My Commission Expires Aug. 29, 2011



Morning Pride Manufacturing dba  
Name of Corporation  
Honeywell First Responder Products  
#1 Innovation Ct Dayton OH 45414  
(Address)

By: Madison Messing  
Duly Authorized Official

Contract Administrator  
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 440 S. 8th St. Lincoln, NE 68516	Address
Email		Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			Department
Fax	1 (402) 441-6513			Building
Bid Number	10-072	Department		Floor/Room
Title	Fire Turn-Out Gear	Building	Suite 200	Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	03/31/2010	Telephone	1 (402) 441-8309	Email
Close Date	4/14/2010 12:00:00 PM CST	Fax	1 (402) 441-6513	
Need by Date		Email	rwalla@lincoln.ne.gov	

## Supplier Information

Company	Morning Pride Manufacturing
Address	#1 Innovation Court  Dayton, OH 45414
Contact	Madison Messinger
Department	
Building	
Floor/Room	
Telephone	1 (800) 688 6148
Fax	1 (937) 264 0075
Email	madison.messinger@honeywell.com
Submitted	4/13/2010 8:42:57 AM CST
Total	\$37,461.20

Signature \_\_\_\_\_

Supplier Notes \_\_\_\_\_

Bid Notes \_\_\_\_\_

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Electronic Signature	Please check here for your electronic signature.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Contact	Name of person submitting this bid:	Madison Messinger
8	Annual Requirements	I acknowledge reading and understanding the Annual Requirements.	Yes
9	References	I have attached my References and other information as requested in the Specifications to the Response Attachment section of this bid.	Yes
10	Performance Requirements	Is your company capable of meeting the requirements for measuring and ordering product as listed in the Specifications? YES or NO If NO, explain.	Yes
11	Extended Warranty Cost	Please state the additional cost of the extended warranty for each set of turn-out gear (pants, tail coat and suspenders).	Please see attachment under Response Attachments



# Honeywell

## First Responder Products

(formerly Total Fire Group)

(937) 264-2662 Fax 264-2677

P.O. Box 13616 Dayton, OH 45413-0616

[www.totalfiregroup.com](http://www.totalfiregroup.com)

### Dealer

#### FireGuard Inc

4404 South 76th Circle

Omaha, NE 68127

Phone: (402) 592-1999

Fax: (402) 592-1599

Bid

Quote

66154

Exp. Date: 07/14/10

Quote Date: 04/12/10

Freight: We pay freight

Invoice Distributor

#### Fire Department

##### Lincoln Fire Dept

1801 Q St

Lincoln, NE 68508-1774

Phone: (402) 441-8350

**Special Notes / Terms of Contract:** Price valid 2 years from award. Price increase NTE 5% per year for the 2(1 year) renewal periods.

Item	Description	Price	Dept.	Price	Delivery
NELINC00121	BPR-4232 Tails Bronze -Lincoln Fire Dept -NE <b>Bid spec only</b>	1,174.62			30 to 90 Day Ctrt
NELINC00122	BPR-4232 Pants Bronze -Lincoln Fire Dept -NE <b>Bid spec only</b>	698.44			30 to 90 Day Ctrt

This quote is based upon Dealer Master Quote Terms and Conditions sent to you at the time of our last price increase.  
Copies can be obtained at our Dealer Web Site or upon request.

**Honeywell**  
**First Responder Products**  
(formerly Total Fire Group)  
#1 Innovation Court  
Dayton, OH 45414  
937-264-2662  
937-264-2677 Fax

April 13, 2010

Lincoln Fire Department  
1801 Q Street  
Lincoln, NE 68508

Dear Purchasing Department,

Morning Pride Manufacturing dba Honeywell First Responder Products (formerly Total Fire Group) and our esteemed distributor, FireGuard Inc., thanks you for the opportunity to bid on your firefighter protective needs. If awarded this contract you will receive all your billing from Honeywell First Responder Products and any on site local support from FireGuard Inc.

Morning Pride Manufacturing was established in 1921 in Dayton Ohio and we now employ over 400 employees. Through the years, Morning Pride has been known under different marketing names such as Total Fire Group and most recently Honeywell First Responder Products.

We would like to offer the City of Lincoln, Nebraska the best service possible to service your fire protection needs. Below please find the contact information for both Honeywell and FireGuard.

Honeywell First Responder Products  
#1 Innovation Court  
Dayton Ohio 45414  
1-800-688-6148  
Contact: Scott Hacker and Keith McDonald

FireGuard Inc.  
4404 South 76<sup>th</sup> Circle  
Omaha, Nebraska 68127  
402-592-1999  
Contact: Brad Pfeiffer

If awarded the contract, Honeywell First Responder Products and FireGuard will work out a sizing team with the Lincoln Fire Department to measure all required personnel for their new fire fighter protective gear. A schedule will be worked out

with the department directly to ensure that all employees are measured in a timely manner.

If you have any questions or concerns, please contact me directly at 1-800-688-6148 x. 263.

Sincerely,  
Morning Pride Manufacturing dba Honeywell First Responder Products formerly  
Total Fire Group

A handwritten signature in cursive script that reads "Madison Messinger".

Madison Messinger  
Bid Coordinator/Contract Administrator

**Honeywell**  
**First Responder Products**  
(formerly Total Fire Group)  
#1 Innovation Court  
Dayton, OH 45414  
937-264-2662  
937-264-2677 Fax

## Advanced Cleaning and Care Option:

Updated PER GARMENT pricing information that includes shipping below.

Part Number	Description	No Shipping	Ground	2 <sup>nd</sup> Day	Next Day
MP-1851-ACAI	NFPA Adv. Cleaning & Adv. Inspection	\$60.00	\$68.00	\$78.00	\$84.00
MP-1851-AAC	Additional Advanced Cleaning	\$35.00	\$43.00	\$53.00	\$59.00

No Shipping = Customer responsibility.

Example: No shipping option is \$95.00 per garment or \$190 per set.

**Honeywell**  
**First Responder Products**  
(formerly Total Fire Group)  
#1 Innovation Court  
Dayton, OH 45414  
937-264-2662  
937-264-2677 Fax

## MORNING PRIDE STATEMENT OF WARRANTY

Morning Pride protective products are warranted for their **LIFETIME** against **ANY** defects in material or workmanship. While this warranty specifically excludes accidental damage (acid, tears on nails, etc.), intentional abuse, and normal wear; there are no other exclusions. All warranty repairs must be substantiated as actual defects in material or workmanship upon examination by Morning Pride, or their qualified representatives, before any free repair or replacement can be authorized.

Morning Pride is proud to have offered its customers this exceptional **LIFETIME WARRANTY** since 1921.

## Honeywell First Responder Products Clothing Specification Quote

2009 Price

<b>Expires</b> 2 Year From Award	<b>Fire Dept.</b> Lincoln Fire Dept
<b>Freight</b> We pay	NELINC
<b>Delivery</b> 30-90 Days Ctrt	<b>Dealer</b> FireGuard Inc FIREG0

**Specid:** NELINC00121

**Spec Date:** 04/13/10

**Quote #:** 66154

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same.  
Any additions or deviations from original quote must be on order and are subject to additional cost.

### BPR4232TZ - BPR-4232 Tails Bronze

		<u>Price</u>
BPR4232TZ	BPR-Tails Outer Shell -Gemini Matrix -EWR Bronze	1,207.75
BPR4232TZ	BPR-Tails Thermal Liner -3 Layer E89/Nomex Facecloth	456.35
BPR4232TZ	BPR-Tails Moisture Barrier -Crosstech/Nomex Facecloth	459.41
CFCCS-42Z	Std-Coat Cuffs	0.00
IPLC	Std-Inspection Port Liner	0.00
LBPFF	Project Fires Label	0.00
LBSLC	separate label	0.00
LNDC-42Z	Std-Liner Detachable	0.00
PKTLSTD	Std-Liner Label Pocket	0.00
SATUPST-42Z	Std-Take Up Straps 2 Postman	0.00
TLW	Std-Nomex-Tabbed long wristlets	0.00
RS-RRSAC	Std-Articulating Rapid Rescue Strap with New Coat	0.00
TRPF1-TO	Project Fires-1 trim -Orange 2-Tone Scotchlite	142.49
TR-DAP01	Trim Dead Air Panels - Cuff Band	17.20
TRSSC3-TO	Split Cuff Trim -3" 2-Tone Orange Scotchlite	5.02
TR-CF04	Double-Stitched Coat Cuff Trim Only	10.76
LTHEM-42Z	Hem Patch -Gemini Matrix- Bronze	32.85
	FF LAST NAME or 1st INITIAL + LAST NAME - avg. 7 letters	
LT2S07-SO	7 -2" sewn letters -orange Scotchlite	24.72
PTPS4VH	2" x 5" Hook Velcro Sewn to Garment	2.81
	-- on shield	
	Place on Inside of Shield - Place at level of Trim -Center of Velcro at Center of Trim - Place Vertically	
PTPS4VH	2" x 5" Hook Velcro Sewn to Garment	2.81
	-- on shield	
	Place Side by Side with the other 2" x 5" Velcro - Center of Velcro at Center of Trim	
CL-NOTE	*** Coat Closure Note ***	0.00
	*** NO HARDWARE IN VELCRO -SEE PICTURE***	
CLCH-42Z	Chicago Closure -2" Velcro/Hooks & Dees -Gemini Matrix -Bronze	47.08
	2" OVERLAP IN FRONT - Top Snap to be Placed Below Top Hook and Dee -2nd Snap Placed between 2nd and 3rd Hook and Dee -Bottom snap to be placed above bottom Hook and Dee	

This quote, which received special pricing in consideration for services you as a dealer provided, cannot be used to offer pricing to any Federal Agency US Military branch, the National Guard or the Coast Guard. If you Receive inquiries from such agencies, please contact your inside customer service representative. Additionally, these prices cannot be used to bid on specs developed by other dealers. Finally, since this special pricing was developed in response to services provided by you for your direct customer, it cannot be used to provide prices to other companies whose purpose would be to re-sell the products.

## Honeywell First Responder Products Clothing Specification Quote

2009 Price

<b>Expires</b> 2 Year From Award	<b>Fire Dept.</b> Lincoln Fire Dept
<b>Freight</b> We pay	NELINC
<b>Delivery</b> 30-90 Days Ctrt	<b>Dealer</b> FireGuard Inc FIREG0

**Specid:** NELINC00121

**Spec Date:** 04/13/10

**Quote #:** 66154

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same.  
Any additions or deviations from original quote must be on order and are subject to additional cost.

**BPR4232TZ - BPR-4232 Tails Bronze**

		<u>Price</u>
CC-SA	Sliding Anchor for Chinstrap Anchor to be 3.5" long and 3/4" Wide	17.82
CC4C	4" Collar and Chinstrap	0.00
CCNFCC-42Z	BPR Non-Foldover Comfort Chinstrap -Gemni Matrix -Bronze Storage Velcro to Be 2" x 3.5" - Sewn to Chinstrap Attachment Stitchline - SEE PICTURE - Pile Velcro on Chinstrap Also to be 2"	0.00
LNDAPC	Dead Air Panels - Coat	24.72
CFSHC-42Z	Shingle Cuffs -Gemini Matrix -Bronze	30.57
ELRN-14K	Elbows Reinforced -Kevlar/Nomex Khaki	25.61
ELRN-C	Elbows - Cushioned	9.31
PKFCV-42Z	Flashlight Clip w/Velcro on Strap -Gemini Matrix -Bronze -- on shield Clip N/N Backed -Bottom of Clip to be 4.5" Above Top of Strap - Strap to be 1.5" x 7" Long -Full Velcro -Place Strap Directly Above Chest Trim Band on Shield Seam - Bartack on Strap to be Between Stitching on the Sewn Edge of Shield **SEE PICTURE**-	30.71
PKHBLN-42Z	Half Hi Bellows Pockets -Gemini Matrix- Bronze 7" x 9" x 1.5"	123.30
PKRCF-KV	Lined with Kevlar	22.80
PKRD-42Z	Radio Pocket -Gemini Matrix -Bronze -- left chest -- 7.5" x 3" x2" Align Top of Trim At 3" Below Top of Pocket - Extend Velcro From Top of Pocket to Top of Trim - Use 2" Wide Velcro - Full Vertical Velcro on Flap	57.78
PKRD-G5	5 Grommets Added to Front of Radio Pocket Place Grommets in 2 Lines Below Trim -3 Grommets on 1st Line and 2 Grommets on 2nd Line	4.24
DIRTFT	DIRTFT	0.00
HWC12	Snap Tabs in Outer Shell to be Nomex Black Nomex	0.00
OPSGXL	Extra Long Seam Guard on Split Cuff **SEAM GUARD TO COVER BOTH ENDS OF SPLIT CUFF AND EXTEND 1" ABOVE TOP PORTION**	7.04

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Bid spec only

Dept. Cost @ \$1,174.62

Price valid 2 years from award.

Price increase NTE 5% per year for the 2(1 year) renewal periods.

**\*\*FOR EVERY ORDER OF 6 OR MORE ALWAYS CREATE A PRE PRODUCTION SAMPLE\*\***

**Optional items: These prices are in addition to the discounted prices above**

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## Honeywell First Responder Products Clothing Specification Quote

2009 Price

<b>Expires</b> 2 years from award	<b>Fire Dept.</b> Lincoln Fire Dept
<b>Freight</b> We pay	NELINC
<b>Delivery</b> 30-90 Days Ctrt	<b>Dealer</b> FireGuard Inc FIREG0

**Specid:** NELINC00122

**Spec Date:** 04/13/10

**Quote #:** 66154

To assure you receive this special pricing, the above quote number must appear on all orders referenced to same.  
Any additions or deviations from original quote must be on order and are subject to additional cost.

### BPR4232PZ - BPR-4232 Pants Bronze

		<u>Price</u>
BPRPOS42Z	BPR-Pants Outer Shell -Gemini Matrix -EWR -Bronze	633.86
BPRPTL3	BPR-Pants Thermal Liner -3 Layer E89/Nomex Facecloth	347.87
BPRPMB2	BPR-Pants Moisture Barrier -Crosstech/Nomex Facecloth	342.75
IPLP	Std-Inspection Port Liner	0.00
LBPFP	Project Fires Label	0.00
LBSLP	separate label	0.00
LNDP	Std-Liner Detachable	0.00
TRCF2-TO	3" Cuff trim -Orange 2-Tone Scotchlite	41.59
TR-CF02	Cuff Trim -Double-Stitched	4.46
CLNFV2-42Z	Narrow 2" Velcro Fly -Gemini Matrix -Bronze	0.42
	Velcro on Closure to Start 1.25" from Top - No Hardware in Velcro	
CFAN-42Z	Angled Cuffs -Pants -Gemini Matrix -Bronze	20.74
KNRNC-14K	Knees Cushioned -Kevlar/Nomex Khaki	45.88
	**Not To Be Covered by Bellows Pockets**	
SATUP2-42Z	Take Up Straps 2 Postman -Gemini Matrix -Bronze	35.89
PKBLP-42Z	Bellows Pockets -Pants -Gemini Matrix -Bronze	129.53
	-- 9" x 9" x 2"	
	Move 1.5" Toward Front - Use 2" velcro **Do Not Cover Knees**	
PKBLP-FV	Full Velcro - Pockets & Flaps	3.76
PKDIV-KEV	Bellows Pocket Divider -Kevlar	7.20
	divide both pockets -3" from front	
PKDIV-KEV	Bellows Pocket Divider -Kevlar	7.20
PKRPF-KV	Lined with Kevlar	22.80
DIRTFT	DIRTFT	0.00
HWP04	*** Hardware Note ***	0.00
	No Suspender Button or Snap on Closure Velcro	
HWP09	Snap Tabs in Outer Shell to be Nomex	7.75
	Black Nomex	
OPSGXLP	Extra Long Seam Guard	7.04
	**SEAM GUARD TO BE 8" LONG-STARTS 1" ABOVE CUFF TRIM	
	AND STOPS 4" BELOW CUFF TRIM **	
SPDBI	Dynaback Suspenders Installed	46.86

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Total List Price of Spec

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1,705.60

Bid spec only.

Dept. Cost @ \$698.44

Price valid 2 years from award.

Price increase NTE 5% per year for the 2(1 year) renewal periods.

**\*\*FOR EVERY ORDER OF 6 OR MORE ALWAYS CREATE A PRE  
PRODUCTION SAMPLE\*\***

**Optional items: These prices are in addition to the discounted prices above**

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This quote, which received special pricing in consideration for services you as a dealer provided, cannot be used to offer pricing to any Federal Agency US Military branch, the National Guard or the Coast Guard. If you Receive inquiries from such agencies, please contact your inside customer service representative. Additionally, these prices cannot be used to bid on specs developed by other dealers. Finally, since this special pricing was developed in response to services provided by you for your direct customer, it cannot be used to provide prices to other companies whose purpose would be to re-sell the products.

# SPECIFICATIONS FOR FIRE FIGHTER TURN-OUT GEAR

## 1. GENERAL

- 1.1 The Lincoln Fire Department (LFD) currently employs approximately 280 Fire Fighters that respond to an average of 2,231 house, auto, and commercial fires and approximately another 18,500 emergency runs annually.
- 1.2 NFPA Standard in Effect:
  - 1.2.1 NFPA 1851, (current edition), the standard on the Selection, Care, and Maintenance of PPE.
  - 1.2.2 NFPA 1971, (current edition), Standard on Protective Ensemble For Structural Fire Fighting.
- 1.3 This bid is specific to clothing that has been tested and approved by LFD.
  - 1.3.1 No alternate product bids will be accepted at this time.
- 1.4 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Asst. Purchasing Agent ([rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)) or fax: (402) 441-6513.
  - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda
  - 1.5.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 1.5.3 No direct contact is allowed between vendor and LFD staff or any other City of Lincoln department throughout the bid process.
    - 1.5.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.6 Vendors shall provide pricing for gear with a standard warranty and an extended warranty.
  - 1.6.1 Extended warranty information is listed on separate specification document attached to the bid.
  - 1.6.2 The additional cost of the extended warranty for each turn-out gear (pants, tail coat & suspenders) shall be listed in the Attribute section

## 2. SCOPE OF WORK

- 2.1 This bid will result in a contract for the supply of fire fighter turn-out gear on an *as-needed basis* to the LFD for a period of up to four (4) years.
  - 2.1.1 It is expected that 20 - 30 sets will be ordered in the first year.
  - 2.1.2 The term of the contract will be for two years with the option for one additional two (2) year term if mutually agreeable by both parties.
- 2.2 Vendor duties under this contract shall consist of measuring, ordering, tailoring, and delivery of turn-out gear as required by the department.
  - 2.2.1 Measuring must be done onsite at each Lincoln Fire Department station house.
    - 2.2.1.1 A list of Station locations are provided in Section 5 of these specifications.
  - 2.2.2 LFR shall notify Vendor when a protective clothing order shall be placed.
    - 2.2.2.1 Vendor shall respond to order and provide a day and time to LFR to take measurements within 3 days of notification.
  - 2.2.3 Vendor shall allow ample time for measurements to ensure that all measurements are correct.
    - 2.2.3.1 Measurements are required for pants, coats and suspenders.
  - 2.2.4 There is no minimum number of orders required by LFR for onsite measurements.
  - 2.2.5 Vendor must place orders with manufacturer within 10 days of measurements.
  - 2.2.6 Vendor must provide accurate measurements 100% of the time.
    - 2.2.6.1 Any garment that is measured and ordered incorrectly will be returned to the Vendor at no charge to LFR.
    - 2.2.6.2 Any garment measured and ordered incorrectly must be re-measured and reordered immediately.
  - 2.2.7 LFR staff will make the final determination on proper fit per individual.
- 2.3 The City of Lincoln shall have cause for termination if the Vendor fails to meet the deadlines listed in section 2.2.

3. **VENDOR REFERENCES**

- 3.1 Vendor shall include the following information on company letterhead and attach it to the Response Attachments section of their e-bid response.
  - 3.1.1 Vendor shall provide a brief overview of the company and provide the following information:
    - 3.1.1.1 Company name, business address, contact person, title of contact person and telephone number.
    - 3.1.1.2 Year established (include former names and year established, if applicable)
    - 3.1.1.3 Type of ownership and parent company, if applicable; and please include any general pre-printed literature regarding your company.
    - 3.1.1.4 Number of employees who are qualified to take measurements and orders and the number of years they have been employed in this type of work with your company.
- 3.2 Vendor must be a distributor in good standing by the manufacturer for the products being requested.

4. **BUNKER GEAR**

- 4.1 Morning Pride - BPR-4232 - Pants Bronze
- 4.2 Morning Pride BPR-1231 - Tail Coat Bronze
- 4.3 Suspenders
- 4.4 Ordered by custom measurement.

5. **LOCATIONS**

Station #1	1801 Q Street	Lincoln, NE
Station #2	1545 North 33 <sup>rd</sup> Street	Lincoln, NE
Station #3	Second and N Street	Lincoln, NE
Station #4	5600 South 27 <sup>th</sup> Street	Lincoln, NE
Station #5	3640 Touzlin	Lincoln, NE
Station #6	5051 South 58 <sup>th</sup> Street	Lincoln, NE
Station #7	1345 South Cotner	Lincoln, NE
Station #8	2760 South 17 <sup>th</sup> Street	Lincoln, NE
Station #9	901 North Cotner	Lincoln, NE
Station #10	1440 Adams	Lincoln, NE
Station #11	3401 Northwest Luke	Lincoln, NE
Station #12	2201 South 84 <sup>th</sup> Street	Lincoln, NE
Station #13	1700 South Coddington	Lincoln, NE
Station # 14	5435 Northwest 1st Street	Lincoln, NE

## Extended Warranty Option

1. 5 year Optional Wear Life Warranty for Structural Clothing
  - 1.1 No charge wear repairs for the first 5 years
  - 1.2 No charge for loaner garments during repairs that exceed the six (6) day turn around.
  - 1.3 Loaners are provided, by LFR request, for all garments that will not be returned in six days
  - 1.4 Shipping/freight is the responsibility of the customer
  - 1.5 The warranty is null and void if the garment is not sent in for two (2) advanced cleanings and two (2) inspections per year.
  - 1.6 The 5 year Optional Wear life Warranty is only available for new garments and garments up to six (6) months old determined by the manufacture date on the bar code.
  
2. NFPA Std. # 1851 Compliant Annual Advanced Cleaning and Inspection
  - 2.1 Each garment is required to have and will receive two (2) advanced cleaning per year per NFPA 1851.
  - 2.2 Each garment will receive one (1) Advanced Inspection, one (1) Routine Inspection, and two (2) Advanced cleanings per year. The first advanced cleaning and inspection will include the following.
  - 2.3 Services include:
    - 2.3.1 NFPA 1851 Tracking
    - 2.3.2 Spot treatment as necessary
    - 2.3.3 Pre-soaks as necessary
    - 2.3.4 Advanced inspection puddle or Hydrostatic Water Pressure Test as required
    - 2.3.5 Advanced inspection light test or complete liner inspection as required
    - 2.3.6 Any color change is expected and non warrantable
  - 2.4 Each garment will receive a second advanced cleaning prior to semi-annual inspection and repair.
  - 2.5 Services include:
    - 2.5.1 Advanced cleaning (machine wash and dry without pre-soaks, spot treatment or advanced inspections)
    - 2.5.2 Cursory inspection (Routine Inspection)
  
3. Garments must be scheduled for cleaning
  - 3.1 Scheduled work, not requiring repairs, will be done and shipped within 6 business days from receipt.
  - 3.2 Garment must be returned for the first cleaning and inspection in the first 6 months

4. Liners
  - 4.1 Specific limitations apply to moisture barrier wear life repairs and replacements
  - 4.2 Moisture barrier complete replacements are subject to the following qualifications:
    - 4.2.1 2 layer Crosstech moisture barriers will be covered for the first 3 years after date of manufacture
    - 4.2.2 3 layer Crosstech moisture barriers will be covered for the first 5 years after date of manufacture
    - 4.2.3 The decision to replace the moisture barrier rest solely with the Total Fire Group Facility staff.
    - 4.2.4 If replacement is required, the replacement cost would not be covered by this wear warranty (and would be a customer responsibility).
    - 4.2.5 If a fire department chooses to not replace a moisture barrier that Honeywell First Responder Products staff has indicated requires replacement, we will no longer do cleaning and care services on that garment (and the 5 Year Wear Warranty is null and void)
5. Alterations
  - 5.1 Alterations due to weight gain/loss are not covered under this warranty.
6. Vendor and Dealer Limitations
  - 6.1 Per the Structural Firefighting specification, measuring for all structural firefighting clothing must be done at Lincoln Fire and Rescue fire stations at any time during the course of the contract. In order to facilitate timely measuring, dealer locations are limited to a maximum of 150 miles from Lincoln, Nebraska.
  - 6.2 Vendors must be a Honeywell First Responder Products 5-Year Wear Life partner (HFRP 5-Year Wear Life).
  - 6.3 Vendor must provide a copy of the HFRP 5-Year Wear Life certification.

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

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. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", 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.
- 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 2006 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 at 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/stnds-spec/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 bid bond, may be required to be submitted with this bidding 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 Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508 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 City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City 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 City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding 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 bidding 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 bidding documents.

**4. CLARIFICATION OF BIDDING DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding 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 bidding 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 City; and Bidders shall not rely upon such interpretations or changes.

**5. ADDENDA**

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding 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 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 the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

**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 City 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 bidding 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 City's 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 City.
- 9.2 Such demonstration can be at the City 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 City 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 City reserves 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. to the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln 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 City, 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 City. Replacement parts of defective components shall be shipped at no cost to the City. 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 City; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City 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 City of Lincoln, Nebraska, as required by the bidding 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 City 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 City, and as the City deems will best serve the requirements and interests of the City.
- 13.5 The City 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 City.
- 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 City. 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 City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid 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 City of Lincoln, Nebraska 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 City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City 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 workers' compensation acts, disability benefit acts or other employee benefit acts.

**15. TERMS OF PAYMENT**

15.1 Unless stated otherwise, the City 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 bid 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 Statute Sections 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 Purchasing Division provides equal opportunity for all Bidders and encourages minority businesses and women's business enterprises to participate in our bidding process per the Lincoln Municipal Code Chapter 11.

**19. LIVING WAGE**

19.1 The Bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

**20. INSURANCE**

20.1 All Bidders shall take special notice of the insurance provisions required for all City contracts (see *Insurance Requirements for All City Contracts*).

**21. EXECUTION OF AGREEMENT**

21.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:

- a. The contract shall consist of a **PURCHASE ORDER** and a copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the Bidder's bid response attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
  - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of signature shall be attached.
  - 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
  - 3. The City will sign the Contract, insert the date of signature at the beginning of the Contract, prepare an Executive Order to go the Mayor for signature.
  - 4. Upon approval and signature from the Mayor, the City will return one copy to the successful Bidder.

**22. TAXES AND TAX EXEMPTION CERTIFICATE**

22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

**23. CITY AUDIT ADVISORY BOARD**

23.1 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.

24. **E-VERIFY**

24.1 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](http://www.uscis.gov/everify).

# INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

## 1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska 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 City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** 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 City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

## 2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

**B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with 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 Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
<b>Worker's Comp.</b>			
	State	Statutory	
	Applicable Federal	Statutory	
<b>Employer's Liability</b>			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

**C. Commercial General Liability Insurance.**

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) 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).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

**D. Vehicle liability insurance coverage.**

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

**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 City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**  
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

### 3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
    - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
    - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
  - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
  - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

**4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.**

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

**5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.**

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

**6. PROPERTY INSURANCE/ BUILDER'S RISK.**

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

# SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA  
PURCHASING DIVISION

## 1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City 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 only 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 shall be neither obligated nor limited to any specified amount. The City will, if possible, 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 and ending one (1) year from that date, or as otherwise indicated on the bid.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for no more than three (3) additional one (1) year renewals. Bidder must indicate on the bid if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

## 3. BID PRICES

- 3.1 Bidders must state on the bid 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 to the City:
  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. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  5. Approved price changes are not applicable to orders already issued and in process at time of price change.
  6. The City 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.

7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. 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.
9. 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 at no cost to the City.

## 4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

## 5. QUARTERLY REPORT

- 5.1 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

## 6. TERMINATION OF CONTRACT

- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

**Advertise 1 time  
Wednesday, March 31, 2010**

**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 pm, Wednesday, April 14, 2010** for providing the following:

**Fire Turn-Out Gear  
Bid No. 10-072**

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](http://lincoln.ne.gov) (type: e-bid - in search box, then click "Supplier Registration")

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8309 or (402) 441-7410 or [rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)

# Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name	City of Lincoln		Name	Morning Pride Manufacturing, dba Honewell First Responder	
Street or Other Mailing Address	555 South 10th Street		Street or Other Mailing Address	#1 Innovation Court	
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Dayton	OH	45414

**Check Type of Certificate**

Single Purchase

Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

**Check One**

Purchase for Resale (Complete Section A)

Exempt Purchase (Complete Section B)

Contractor (Complete Section C)

## SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a:  Wholesaler  Retailer  Manufacturer  Lessor  
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

## SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

YES  NO

YES  NO

## SECTION C—For Contractors Only

**1. Purchases of Building Materials or Fixtures:**

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

**2. Purchases Made Under Purchasing Agent Appointment on behalf of \_\_\_\_\_:**  
(exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

**sign  
here**

Authorized Signature

Purchasing Agent

Title

Date

**NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.**

**Incomplete certificates cannot be accepted.**

**www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729**

**NOTE:** This form cannot be used to purchase materials used for WATER services. Materialised used for WATER services are taxable per Reg. 066.14A.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/3/2010

<b>PRODUCER</b> Seattle Office Wells Fargo Insurance Services Northwest Inc. 601 Union Street, Suite 3400 Seattle, WA 98101	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> HONEYWELL INTERNATIONAL INC. 101 COLUMBIA ROAD MORRISTOWN, NJ 07962	INSURER A: ACE American Insurance Company	22667
	INSURER B: Indemnity Insurance Company of North America	43575
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CGOG24941425	04/01/10	04/01/11	EACH OCCURRENCE	\$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 5,000,000 \$ 50,000 \$ 5,000,000 \$ 5,000,000 \$ Included in Gen. Agg.
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	SCAH08589434	04/01/10	04/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLRC46133316	04/01/10	04/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WLRC46133328	04/01/10	04/01/11	E.L. EACH ACCIDENT	\$ 5,000,000
B	If yes, describe under SPECIAL PROVISIONS below	RSCC46133845	04/01/10	04/01/11	E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 5,000,000
A	OTHER	WCUC46133444	04/01/10	04/01/11	Excess WC-Statutory	
A	Excess WC & Employers Liability	(AZ, OH, WA) WCUC46133432 - NM	04/01/10	04/01/11	EL-\$5,000,000	

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Bid No. 10-072

The City of Lincoln, Nebraska is additional insured for General Liability and Automobile Liability with respect to Honeywell operations in connection with Bid # 10-072. Coverage is primary, non-contributory.

## CERTIFICATE HOLDER

Contracting Department  
 City of Lincoln Nebraska  
 Purchasing Division/Finance Department  
 440 South 8th Street  
 Suite 200, Southwest Wing  
 Lincoln, Nebraska 68508

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

