

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:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

Approved by:

Resolution No. _____

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Ash Fire & Safety Co.
Name of Corporation

140 W Cornhusker Hwy Lincoln, NE 68521
(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

COMMENTARY TO ACCOMPANY BONDS

A. GENERAL INFORMATION

Bonds are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

The Performance Bond is an instrument that is used to assure the availability of funds to complete the project.

The objective underlying the re-writing of bond forms is to make it more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond form provides helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Performance Bond.

Normally the amount of the bond is 100 percent of the contract amount.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond form is prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bond.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Jacobsen Fire Equipment
140 W. Cornhusker Hwy
Lincoln, NE 68521

SURETY (Name and Principal
Place of Business):

Old Republic Surety
PO Box 1976
Des Moines IA 50305-9965

Owner:

City of Lincoln, Lancaster County and
Lincoln-Lancaster County Public Building Commission
555 South 10th St.
Lincoln, NE 68508

CONTRACT

Date: October 17, 2014

Amount: \$22,000.00

Description:

For all labor, material and equipment necessary for Annual Requirements for Fire Extinguisher Inspection,
Testing and Maintenance, Bid No. 14-239

BOND RCN2120525

Date: October 17, 2014

Amount: \$22,000.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: Jacobsen Fire Equipment

(Corp. Seal)

SURETY

Company: Old Republic Surety



Signature: _____
Name and Title:

[Handwritten Signature]
President

Signature: _____
Name and Title: Mary E. Kent Attorney in Fact

[Handwritten Signature]

EJCDC NO. 1910-28a (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract, or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions:
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 12.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

J. SCOTT NELSON, ROBERT REYNOLDSON, MARY E. KENT, ROBERT A. WICK, TRACY J. ABBOTT, MICHAEL T. GRECO, MICHAEL M. GRECO, BRITNI J. MYERS, JUDY K. GRASSMEYER, NANCY A. SLOCUM, PATRICIA A. HELLRIEGEL, CHRISTOPHER T. BOND, JANNA K. MILLER, JOHN DUNKER, OF LINCOLN, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15TH day of SEPTEMBER, 2014.

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 15TH day of SEPTEMBER, 2014, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2018

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

(Expiration of notary commission does not invalidate this instrument)

40-1361



Signed and sealed at the City of Brookfield, WI this 17th day of October 2014

James P. Hervey
Assistant Secretary

UNICO INSURANCE GROUP, INC.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 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 furnish a certified statement to be attached to the contract 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.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Jeff Thomas, do hereby certify that all equipment to be used on Annual Requirements for Fire Extinguisher Inspection, Testing and Maintenance, Bid No. 14-239, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this 28th day of October, 2014.

By: [Signature]
Title: President

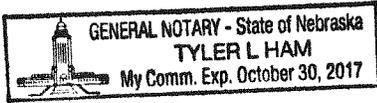
STATE OF NEBRASKA)
COUNTY OF Lancaster)ss.
)

On October 28th, 2014, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Jeffrey Thomas, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

[Signature]
Notary Public

(SEAL)



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

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Quantities and Locations	I acknowledge that the quantities listed for each location are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract. New locations and quantities may change during the term.	Y
5	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
6	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(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

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

8 1 EA New 5 lb Halatron Fire Extinguisher \$142.50

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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

9 1 EA New Class K Fire Extinguisher \$148.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide Manufacturer and Model of the item you are bidding.	AMEREX & B260

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
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Item Notes:

Supplier Notes:

13	10	EA	20# ABC and BC Recharge	\$14.50
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Item Notes:

Supplier Notes:

14	1	EA	Class K Recharge	\$38.00
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Item Notes:

Supplier Notes:

15	6	EA	15# CO2 Cylinder Recharge	\$20.00
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Item Notes:

Supplier Notes:

16	15	EA	CO2 Cylinder Hydro Test	\$18.00
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Item Notes:

Supplier Notes:

17	40	EA	Dry Chemical Vessel Hydro Test	\$6.00
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Item Notes:

Supplier Notes:

18	15	EA	2.5# (6) Six Year Maintenance	\$4.00
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Item Notes:

Supplier Notes:

19	1	EA	5# ABC (6) Six Year Maintenance	\$8.00
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Item Notes:

Supplier Notes:

20	12	EA	10# (6) Six Year Maintenance	\$11.50
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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
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Item Notes:

Supplier Notes:

25	1	EA	Safety Disc	\$3.25
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Item Notes:

Supplier Notes:

26	72	EA	Valve Stem	\$3.25
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Item Notes:

Supplier Notes:

27	63	EA	Rivets	\$0.80
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Item Notes:

Supplier Notes:

28	56	EA	Universal Hose Strap and Clip	\$2.75
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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
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Item Notes:

Supplier Notes:

31	300	EA	Tamper Seal	\$0.50
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Item Notes:

Supplier Notes:

32	10	EA	Ansul Valve	\$3.25
----	----	----	-------------	--------

Item Notes:

Supplier Notes:

33	106	EA	Collar Ring	\$1.50
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Item Notes:

Supplier Notes:

34	12	EA	195 Lb. D/C Gauge	\$5.95
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Item Notes:

Supplier Notes:

35	23	EA	Hazardous Material Label	\$1.45
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Item Notes:

Supplier Notes:

36	1	EA	Ansul Sentry Fixed Nozzle	\$1.25
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Item Notes:

Supplier Notes:

37	500	Lbs	ABC Powder	\$2.50
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Item Notes: Unit price is per pound

Supplier Notes:

38	20	EA	Stick on Arrow Fire Extinguisher Sign	\$2.25
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Item Notes:

Supplier Notes:

39	10	EA	Ridged Plastic Arrow Fire Extinguisher Sign	\$3.25
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Item Notes:

Supplier Notes:

Response Total:	\$8,917.95
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City Bid Referrals:

Jeff Laabs, Buyer III

Nebraska Department of Corrections, Purchasing Department Folsom & W. Prospector Place Bldg. #1

Lincoln, NE 68509-4661

Phone: 402-479-5646

Fax: 402-479-5663

*Extinguishers

TECUMSEH STATE CORRECTIONAL INSTITUTE

2725 NORTH HIGHWAY 50

TECUMSEH, NE 68450

Sara Fylnn: 402-335-5159

*Extinguishers

NEBRASKA MILITARY DEPARTMENT

FACILITY MANAGEMENT OFFICE

2433 NW 24TH STREET

LINCOLN, NE 68524-1801

JOHN KEANE 402-429-5759

*Extinguishers & System Inspections

**F
P
C
LTD**

FIRE PROTECTION CERTIFICATION

This Certifies That

MARK ASH

JACOBSEN FIRE EQUIPMENT

Has successfully completed a training seminar
on the service and maintenance of
**PRE - ENGINEERED RESTAURANT
FIRE SUPPRESSION SYSTEMS**
Service Technician Certification per NFPA 17A, 96 & ICC
8 HOUR COURSE

June 5, 2014
Omaha, NE

Shirley J. Brown
Director of Training

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

F P C LTD
FIRE PROTECTION CERTIFICATION
This Certifies That
JEFF THOMAS
JACOBSEN FIRE EQUIPMENT

Has successfully completed a training seminar
on the service and maintenance of
PRE - ENGINEERED RESTAURANT
FIRE SUPPRESSION SYSTEMS
Service Technician Certification per NFPA 17A, 96 & ICC
8 HOUR COURSE

June 5, 2014
Omaha, NE

This certificate expires three years from the date of issue #0115063


Director of Training



National Association of Fire Equipment Distributors

CERTIFIES

*Jacobsen Fire Equipment Inc.
Lincoln, NE*

As a member of the association, this company is dedicated to raising the standards of the fire equipment industry through cooperative efforts with other distributors and manufacturers in areas of education, better standards, more effective legislation, and professional service for the benefit of the general public in all aspects of fire prevention and protection.

2014

Member Through

Don May

President



Amerex Corporation
P.O. Box 81
Trussville, Al 35173-0081
205-655-3271
FAX: 205-655-3279

August 28, 2014

To Whom It May Concern:

This letter is to certify that Ash Fire and Safety Co Inc, D/B/A Jacobsen Fire Equipment, based in Lincoln, Nebraska is an Authorized Amerex Distributor. Feel free to call if you have any additional questions.

Regards,

Mandy Stanford
Amerex Corporation
Customer Service Associate
205-655-3271 X350
mstanford@amerex-fire.com



A UTC Fire & Security Company

Certificate of Completion



This is to certify that

Jeff Thomas

An employee of

Jacobsen Fire Equipment Co., Lincoln, NE, USA

an AUTHORIZED BADGER DISTRIBUTOR

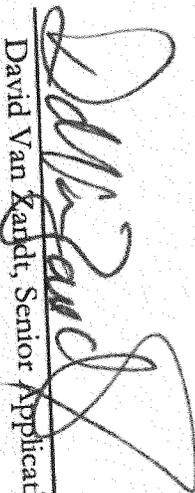
has successfully completed a certification training session covering design, installation, operation and maintenance and has demonstrated a practical knowledge of the following Badger systems/products:

Badger Range Guard Wet Chemical Fire Suppression System

Issue Date: October 12, 2011

Expiration Date: October 12, 2014

Certificate No: 28571



David Van Zandt, Senior Applications Engineer

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



A UTC Fire & Security Company

Certificate of Completion

This is to certify that

Jeff Thomas

An employee of

Jacobsen Fire Equipment Co., Lincoln, NE, USA

an AUTHORIZED BADGER DISTRIBUTOR

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

Badger Industry Guard Dry Chemical Fire Suppression System



Issue Date: October 13, 2011

Expiration Date: October 13, 2014

Certificate No: 28571


David Van Zandt, Senior Applications Engineer

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



National Fire Protection Association

Be it known that NFA recognizes

JEFF THOMAS

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

August 13, 2014

Date of Issue

Jim Pauley, President



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

Nebraska Department of Labor
Contractor Registration
550 So. 16th Street, Lincoln, NE 68508
(402) 471 - 2239

Date Issued
04/01/2014

Date Expires
04/01/2015

Fee Paid: \$40.00

CONTRACTOR REGISTRATION CERTIFICATE

This certificate is non-transferable

Registration #
36717

Year
14

Business:
JACOBSEN FIRE EQUIPMENT
140 WEST CORNHUSKER
LINCOLN, NE 68521

Catherine D. King
Commissioner of Labor



11-CRA

Wet/Dry Chemical Journeyman

This Certifies that

MARK ASH

holds certificate No. **KJ64**
in the City of Lincoln, Nebraska
Registration expires on **5/31/2015**



Secretary, Fire Examining Board

**Gas Extinguishing System
Apprentice**

This Certifies that

JEFF THOMAS

holds certificate No. **KAG20**
in the City of Lincoln, Nebraska
Registration expires on **5/31/2015**



Secretary, Fire Examining Board

Wet/Dry Chemical Contractor

This Certifies that

JEFF THOMAS

holds certificate No. **KM31**
in the City of Lincoln, Nebraska
Registration expires on **5/31/2015**



Secretary, Fire Examining Board

info@jacobsenfireequipment.com

From: Mathews, James BIS <Jim.Mathews@SupraSystems.com>
Sent: Thursday, August 28, 2014 9:09 PM
To: info@jacobsenfireequipment.com
Subject: Jacobson Fire

To whom it may concern:

Jacobsen Fire Equipment Company, 140 W. Cornhusker Highway in Lincoln, Nebraska is currently a Kidde Safety and Badger Fire Authorized Distributor.

Best Regards,

Jim Mathews
Regional Sales Manager
Kidde Safety / Badger Fire
A UTC Company

816-898-7569 Cell
816-781-5595 Office

Jim.Mathews@fs.utc.com



Amerex Corporation
P.O. Box 81
Trussville, AL 35173-0081
205-655-3271
FAX: 205-655-3279

August 28, 2014

To Whom It May Concern:

This letter is to certify that Ash Fire and Safety Co Inc, D/B/A Jacobsen Fire Equipment, based in Lincoln, Nebraska is an Authorized Amerex Distributor. Feel free to call if you have any additional questions.

Regards,

Mandy Stanford
Amerex Corporation
Customer Service Associate
205-655-3271 X350
mstanford@amerex-fire.com

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

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

Annual Requirements for Fire Extinguisher Inspection, Testing and Maintenance

1. SUPPLEMENTAL TO INSTRUCTIONS TO BIDDERS

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

2. RESPONSIBILITIES OF THE VENDOR

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

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

3. REFERENCES

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

4. ASSIGNMENT AND TERMINATION

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

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

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

**SPECIAL PROVISIONS
FOR
TERM CONTRACTS**

**PURCHASING DEPARTMENT
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

1. ESTIMATED QUANTITIES

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

2. CONTRACT PERIOD

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

3. BID PRICES

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

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

4. CONTRACT ADMINISTRATION

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

5. QUARTERLY REPORT

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

INSTRUCTIONS TO BIDDERS

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

E-Bid

1. BIDDING PROCEDURE

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

2. BID SECURITY

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

3. BIDDER'S REPRESENTATION

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

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

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

5. ADDENDA

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

6. INDEPENDENT PRICE DETERMINATION

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

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

9. DEMONSTRATIONS/SAMPLES

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

10. DELIVERY (Non-Construction)

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

11. WARRANTIES, GUARANTEES AND MAINTENANCE

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

12. ACCEPTANCE OF MATERIAL

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

13. BID EVALUATION AND AWARD

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

14. INDEMNIFICATION

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

15. TERMS OF PAYMENT

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

16. LAWS

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

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

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

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

19. INSURANCE

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

20. EXECUTION OF AGREEMENT

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

_____ a. **PURCHASE ORDER**, unless otherwise noted.

1. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission Purchase Order.
2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

X b. **CONTRACT**, unless otherwise noted.

1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
3. The City, County and City-County Public Building Commission will sign and date the Contract.
4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

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

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

22. CITY AUDIT ADVISORY BOARD

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

23. **E-VERIFY**

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

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

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

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

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

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

B. General Liability Insurance

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

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

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

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

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
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- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance (For Building Construction Contracts Only): Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

**Advertise 1 time
Friday, September 26, 2014**

**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, Friday, October 10, 2014** for providing the following:

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

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

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7416, or (402) 441-7417.



Nebraska Resale or Exempt Sale Certificate

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name	City of Lincoln/SMG/Pinnacle Bank Arena		Name	Jacobsen Fire Equipment Company	
Street or Other Mailing Address	400 Pinnacle Arena Drive		Street or Other Mailing Address	140 W. Cornhusker Hwy.	
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Lincoln	NE	68521

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

and hold Nebraska Sales Tax Permit Number 01- If None, State Reason

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?
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> 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 → Purchasing Agent 9-5-14

Authorized Signature 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