

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL SUPPLY OF FIREFIGHTING BOOTS  
BID NO: 13-222  
FIRST RENEWAL**

This Amendment is hereby entered into on this 4 day of Aug, 2014 by and between Danko Emergency Equipment, P.O. Box 218 109 Ash Street, Snyder, NE 68664 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated August 1, 2013, under D. O. No. 09661, (the "Agreement"), for the **Annual Supply of Firefighting Boots, Bid No. 13-222**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is August 1, 2013 through July 31, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning August 1, 2014 through July 31, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$13,000.00 without prior approval by the City of Lincoln. Order on an as needed basis.

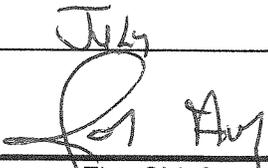
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from August 1, 2014 through July 31, 2015
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$13,000.00 without prior approval by the City of Lincoln. Order on an as needed basis.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

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

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

**Official City Use Only**

Dated this <u>28</u> day
of <u>July</u> 2014
 <hr style="border: 1px solid black;"/> Fire Chief

Supplier, please fill out the following Information and mail back to our office; a faxed copy is not acceptable.

<b>Company Name: (Please Print)</b>	Danko Emergency Equipment
<b>By: (Please Print)</b>	Bruce Kreikemejer
<b>By: (Please Print)</b>	Bruce Kreikemejer
<b>Title: (Please Print)</b>	Sales Manager
<b>Company Address: (Please Print)</b>	109 Ash St. PO Box 218
<b>Company Phone &amp; Fax: (Please Print)</b>	402-568-2200
<b>E-Mail Address: (Please Print)</b>	sales@danko.net
<b>Date: (Please Print)</b>	7/22/14
<b>Contact Person for: "Orders or Service" (Please Print)</b>	Mark Meyer
<b>Phone Number: (Please Print)</b>	402-380-5911

E09661

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL SUPPLY  
OF  
Firefighting Boots  
Bid No. 13-222**

**Danko Emergency Equipment  
P.O. Box 218  
109 Ash Street  
Snyder, NE 68664  
(402)568-2200**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 15<sup>th</sup> day of Aug 2013, by and between Danko Emergency Equipment, P.O. Box 218, 109 Ash Street, Snyder, NE 68664, 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 Annual Supply of Firefighting Boots, Bid No. 13-222 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:

**The City 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 City shall order on an as needed basis for the duration of the contract. The total cost of products or services for City departments shall not exceed \$6,200.00 during the contract term without approval.**

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 City 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 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.
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 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.
7. Contract Term. This Contract shall be effective August 1, 2013 thru July 31, 2014. The Contract shall be a one (1) year term with option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Accepted Proposal/Supplier Response
  3. Special Provisions
  4. Specifications
  5. Instructions to Bidders
  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:

Teresa J. Meier  
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]  
Fire Chief

Approved by Directorial Order

09661

Dated

8-1-13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Christina Johnson (SEAL)  
Secretary

Danko Emergency Equipment  
Name of Corporation

302 East 4th St, Snyder, NE 68664  
(Address)

By: Christina Johnson  
Duly Authorized Official

Controller  
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	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Fire Department 1801 Q Street Lincoln, NE 68508
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	Pat Borer
Phone	(402) 441-7410				
Fax	(402) 441-6513				
Bid Number	13-222	Department	Purchasing	Department	Building
Title	Annual Supply of Firefighting Boots	Building	Suite 200	Floor/Room	Telephone
Bid Type	Bid	Floor/Room		Fax	
Issue Date	06/27/2013	Telephone	(402) 441-7428	Email	
Close Date	7/11/2013 12:00:00 PM CT	Fax	(402) 441-6513		
Need by Date		Email	smulder@lincoln.ne.gov		

### Supplier Information

Company DANKO EMERGENCY EQUIPMENT  
 Address P.O. BOX 218  
 109 ASH STREET  
 SNYDER, NE 68664  
  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 568-2200  
 Fax 1 (402) 568-2212  
 Email  
 Submitted 7/11/2013 9:18:01 AM CT  
 Total \$257.00

Signature \_\_\_\_\_

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Contact	Name of person submitting this bid:	Mark Meyer
5	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	30-45 days
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract.  (a) Are your bid prices firm for the first one (1) year contract period. YES or NO  (b) Are your bid prices subject to escalation/de-escalation YES or NO  (c) If (b), state period for which prices will remain firm: through _____	(A) Yes (B)No
9	Electronic Signature	Please check here for your electronic signature.	Yes

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**Line Items**

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#	Qty	UOM	Description	Response
1	1	Pair	Leather Firefighter Boot	\$257.00

Manufacturer: Black Diamond      Manufacturer #: X2

Item Notes:      <br>For both genders<br>No Substitutes<br>May order up to 24 pairs of boots each year for the next four (4) years.

Supplier Notes: We are bidding the 0912 x2 boots

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Response Total:      \$257.00

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**SPECIFICATIONS  
FOR  
ANNUAL SUPPLY  
OF  
FIREFIGHTING BOOTS**

**1. SCOPE**

- 1.1 The Lincoln Fire and Rescue Department is requesting bids for their firefighting boots.
- 1.2 It has been determined that the Black Diamond - X2 boots would be the boot that best meets their needs.
  - 1.2.1 No other boots will be considered at this time.
- 1.3 It is estimated that the Department will be purchasing up to 24 pairs of boots each year for the next four (4) years.
- 1.4 An Annual Supply Contract will be established with the Vendor to supply these boots for the term of the contract.
- 1.5 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.6 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent ([smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)) or fax: (402) 441-6513.
  - 1.6.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as a addenda.
  - 1.6.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 1.6.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
    - 1.6.3.1 Failure to comply with this directive may result In Vendor bid being rejected.
- 1.7 To ensure a proper fit, the winning bidder will be required to measure each individual.
  - 1.7.1 The cost , if any, for this service, shall be reflected in the unit cost of the boot.
  - 1.7.2 Times for measurements will initially be done as groups and the time/dates will be worked out with the winning Vendor.
  - 1.7.3 If new individuals are added to the Department, the Vendor may be required to measure those individuals at additional times.

**2. GENERAL**

- 2.1 14" boot, black integrated and reinforced pull-on system with 3M Scotchlite® reflective for visibility.
- 2.3 Safety boots shall meet or exceed NFPA 1971 -207 Edition.

**3. UPPER**

- 3.1 The upper portion of the boot is leather and fusion.
  - 3.1.1 Leather is FireTuff flame retardant and waterproof.
    - 3.1.1.1 Leather is a heavyweight.
  - 3.1.2 Fusion fabric is Nomex® / Kevlar® and Teflon® F,P.P.E.

**4. SAFETY TOE**

- 4.1 Oblique, comfort wide toe with steel toed protection.
- 4.2 Double ridged steel shank.
- 4.3 Protective plate is Lenzi® puncture protection.
- 4.4 A molded rubber toe cap and heel for high abrasion and ankle support guard protection.

**5. INSOLE**

- 5.1 The insole or footbed is an Ortholite® three (3) density, multi-fit, and is removable.

5.1.1 The footbed includes a TPU heel cradle for comfort, anti-fungal, anti-odor ,shock absorption and breathable.

6. **SOLE AND HEEL LOCKING SYSTEM**

- 6.1 The outsole consists of proprietary rubber comfort cup sole with comfort flex, high abrasion and traction performance.
  - 6.1.1 Includes built-in heel jack for easy removal.
- 6.2 The heel locking system is a 3-point system.

7. **LINING**

- 7.1 No liner pull-out.
- 7.2 Contains a Crosstech® membrane with Omaha lining.
- 7.3 It is Kevlar® lined for cut protection.

8. **SIZES (FULL AND HALF SIZES)**

- 8.1 Full sizes available from 6 to 15
- 8.2 Half sizes available from 8.5 to 11.5
- 8.3 Width of boot is determined with every pair containing three (3) widths; Medium, Wide and Extra-Wide.

9. **MARKINGS**

- 9.1 Interior label containing all information as required by NFPA 1971 "Standard on Protective Ensemble for Structural Fire Fighting" 2000 edition.

10. **BAR CODING**

- 10.1 Interleaved (Code 128) 2 of 5 symbology incorporating serial number, model number, boot size and boot width.
- 10.2 Symbology information will also appear in written text in the English language.
- 10.3 Bar-coding will appear in the right boot of each pair and is "APT" program compliant.

11. **ORDERS AND DELIVERY**

- 11.1 Orders will be placed via P.O. once all measuring has taken place.
- 11.2 Deliveries will be made to:

Deputy Chief Pat Borer  
1801Q Street  
Lincoln NE 68502

between the hours of 8:00 a.m. & 4:30 p.m. Monday through Friday.

12. **TERM**

- 12.1 The term of the contract for this service will be one (1) year from August 1, 2013 through July 31, 2014 with the option for three (3) additional mutually agreeable one (1) year terms.

13. **CONTRACT AND CERTIFICATE OF INSURANCE**

- 13.1 Within fourteen (14) calendar days after the award of the bid, the Contractor must execute a written Contract between the Contractor and the City of Lincoln.
- 13.2 Also within such time period, the Contractor must furnish with the Contract a Certificate of Insurance in accordance with these specifications.
  - 13.2.1 All Certificates of Insurance shall be filed with the City of Lincoln on the standard Accord Certificate of Insurance form showing the specific limits of insurance coverage required, and showing the City of Lincoln as an "additional insured".

- 13.2.2 Such Certification shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days notice of cancellation or non-renewal of any material reduction of insurance coverage.
- 13.3 Contractor shall provide general liability insurance with a combined single limit of \$1,000,000 and \$2,000,000 aggregate.
- 13.4 The policy shall insure the City from any and all demands, claims, causes of action, at law or in equity, resulting from the use of said equipment.
  - 13.4.1 The Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action, either at law or in equity arising out of performing the contracted services.
  - 13.4.2 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under the Contract.
  - 13.4.3 The Contractor shall provide the City with certification of such insurance subject to approval by the City Attorney.

**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.