

C-15-0057

DB 12364

**CONTRACT DOCUMENTS**

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

**ANNUAL REQUIREMENTS  
FOR  
Fire Alarm Panel Inspection, Testing and Repair  
Bid No. 14-287**

**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 Alarm Panel Inspection, Testing and Repair, Bid No. 14-287**

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 estimated cost of products or services for County agencies shall not exceed \$7,000.00 during the contract term without approval by the Board of Commissioners. The estimated cost of products or services for City Departments shall not exceed \$13,000.00 during the contract term without approval. The estimated cost of products or services for the Public Building Commission shall not exceed \$3,000.00 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 one (1) year term with option to renew for three (3) additional one (1) year terms.
10. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Response
  3. Performance Bond
  4. Addendum No. 1
  5. Special Provisions
  6. Specifications
  7. Fire Alarm Test Reports
  8. Instructions to Bidders
  9. Insurance Requirements
  10. Sales Tax Exemption Form 13

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

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

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

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

ATTEST:

Teresa J. Meier  
City Clerk



CITY OF LINCOLN, NEBRASKA

Steve Kubba  
Finance Director

**Approved by:**

Directorial Order 012364

dated 1-15-15

**LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

Attest:

Jeffery R. Kitzman  
Public Building Commission Attorney

Larry Hudson  
Chairperson, Public Building Commission

dated 2-10-15

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

*[Signature]*  
Deputy Lancaster County Attorney

The Board of County Commissioners of  
Lancaster, Nebraska

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

dated 11/27/15

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

*[Signature]* (SEAL)  
Secretary

AshFire & Safety Co.  
Name of Corporation

140 W. Cornhusker Hwy  
(Address)

By: *[Signature]*  
Duly Authorized Official

President  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68508	
Fax	1 (402) 441-6513	Contact	Rachelle Hinze, Buyer	Contact
			Purchasing	
Bid Number	14-287 Addendum 2	Department		Department
Title	Annual Requirements for Fire Alarm Panel Inspection, Testing and Repair	Building	Suite 200	Building
		Floor/Room		Floor/Room
Bid Type	Bid	Telephone	(402) 441-8313	Telephone
Issue Date	11/25/2014	Fax	(402) 441-6513	Fax
Close Date	12/12/2014 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 12/8/2014 3:12:23 PM CT  
 Total \$22,000.00

Signature DAN HEMPEL

Email info@jacobsenfireequipment.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	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
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Unit Price Cost	I acknowledge my unit price shall be for one semi-annual inspection, testing and maintenance of all fire alarm panels and equipment listed on the Nebraska State Fire Marshal Fire Alarm Test Report in the attachment section of the bid per each location. (System will multiply times two for your total cost per location).	Yes
6	License Attachments	I acknowledge attaching any applicable licenses for the services provided in the suppliers response attachment section in the bid.	Y
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
9	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (1) one year term with the option to renew for (3) three additional (1) one year terms. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a)-Yes
10	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
11	Percentage Markup of Material, Excluding Freight.	Percentage Markup of Material, Excluding Freight. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the material type AND cost of material from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	25%
12	Labor Rate Regular Hours	List your labor rate per hour for repairs during regular hours from 8:00am - 4:00pm	\$80.00
13	Labor Rate After Hours/Emergency Hours/Weekend Rate	List your labor rate per hour for repairs during after hours/emergency hours/Weekend rate. After Hour Rate \$_____ Emergency Rate \$_____ Weekend Rate \$_____.	\$120.00
14	Other Pertinent Information	I acknowledge that I have attached any additional pertinent information related to my bid in the suppliers response section of the bid.	Y

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|----|-----------------------------|---|---------------------------|
| 15 | 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. | Yes                       |
|    |                             | If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.   |                           |
| 16 | Reference                   | List three references of this type of service. References shall include a contact person, address, telephone number and a listing of the type of work completed for them.   | Attached                  |
| 17 | Contact                     | Name of person submitting this bid:   | Dan Hempel (402) 890-8174 |
| 18 | Electronic Signature        | Please check here for your electronic signature.  | Yes                       |
| 19 | Agreement to Addendum No. 1 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.  |                           |
| 20 | Agreement to Addendum No. 2 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: Line number 17 setting was missed in the first addendum. This line has been changed.   |                           |

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## Line Items

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#	Qty	UOM	Description	Response
1	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for County Corrections - 605 South 10th	\$930.00
			Item Notes:	
			Supplier Notes:	
2	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Information Services Building - 233 South 10th	\$180.00
			Item Notes:	
			Supplier Notes:	
3	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Community Mental Health - 2201 South 17th	\$385.00
			Item Notes:	
			Supplier Notes:	
4	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Adult Detention Center - 3801 West "O"	\$1,325.00
			Item Notes:	
			Supplier Notes:	
5	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for County City Building - 555 South 10th	\$180.00
			Item Notes:	
			Supplier Notes:	
6	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for County Extension Building - 444 Cherrycreek Rd	\$180.00
			Item Notes:	
			Supplier Notes:	
7	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for County Shop - 444 Cherrycreek Rd. Building C	\$180.00
			Item Notes:	
			Supplier Notes:	

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8	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Courthouse Plaza - 633 South 9th	\$180.00
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Item Notes:

Supplier Notes:

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9	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Downtown Senior Center - 1005 "O" Street	\$180.00
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Item Notes:

Supplier Notes:

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10	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for F Street Rec Center - 1225 F Street	\$180.00
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Item Notes:

Supplier Notes:

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11	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Hall of Justice - 575 South 10th Street	\$185.00
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Item Notes:

Supplier Notes:

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12	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Anderson Library - 3635 Touzalin	\$180.00
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Item Notes:

Supplier Notes:

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13	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Bennett Martin Library - 136 South 14th	\$425.00
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Item Notes:

Supplier Notes:

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14	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Bess Walt Library - 6701 South 14th	\$180.00
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Item Notes:

Supplier Notes:

15	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Bethany Library - 1810 North Cotner	\$180.00
Item Notes:				
Supplier Notes:				
16	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Charles Gere Library - 2400 South 56th	\$180.00
Item Notes:				
Supplier Notes:				
17	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Loren Eiseley Library - 1530 Superior Street	\$180.00
Item Notes:				
Supplier Notes:				
18	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for South Branch Library - 2675 South Street	\$180.00
Item Notes:				
Supplier Notes:				
19	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Lincoln Water - 2021 North 27th Street	\$250.00
Item Notes:				
Supplier Notes:				
20	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Municipal Service Center - 901 West Bond and 949 West Bond	\$380.00
Item Notes:				
Supplier Notes:				
21	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for NE Treatment Control Maintenance Shop - 7000 N 70th Street	\$180.00
Item Notes:				
Supplier Notes:				

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22	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for TS Grit Handling Building - 2400 Theresa Street	\$180.00
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Item Notes:

Supplier Notes:

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23	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for TS Odor Control - 2400 Theresa Street	\$180.00
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Item Notes:

Supplier Notes:

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24	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for NE Grit Facility - 7000 N 70th Street	\$180.00
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Item Notes:

Supplier Notes:

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25	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for NE Blower Building - 7000 N 70th Street	\$180.00
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Item Notes:

Supplier Notes:

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26	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Wastewater Administration - 2400 Theresa Street	\$180.00
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Item Notes:

Supplier Notes:

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27	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Property Management - 920 "O" Street	\$340.00
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Item Notes:

Supplier Notes:

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28	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Pinnacle Bank Arena and SMG - 600 R Street	\$1,500.00
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Item Notes:

Supplier Notes:

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29	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Trabert Hall - 2202 South 11th Street	\$230.00
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Item Notes:

Supplier Notes:

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30	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Youth Service Center - 1700 Radcliff Street	\$420.00
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Item Notes:

Supplier Notes:

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31	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Ashland Water - Ashland, NE	\$850.00
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Item Notes:

Supplier Notes:

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32	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Pioneers Park Prairie Interpretive Center - 3201 Coddington	\$180.00
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Item Notes:

Supplier Notes:

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33	2	EA	Fire Alarm Panel Inspection, Testing and Maintenance for Lancaster County Motor Vehicle - 625 North 46th Street	\$180.00
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Item Notes:

Supplier Notes:

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Response Total:	\$22,000.00
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