

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL SUPPLY FOR FIRE FIGHTER FOAM
QUOTE NO. 3844
THIRD AND FINAL RENEWAL**

This Amendment is hereby entered into by and between FireGuard, Inc., 4404 South 76th Circle, Omaha, NE 68127 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated March 15, 2012, under D. O. No. 07195, (the "Contract"), for the Annual Supply for Fire Fighter Foam, Quote No. 3844, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 15, 2012 through March 14, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by the City D. O. No. 08794 on February 7, 2013, to renew the Contract for an additional one (1) year term from March 15, 2013 through March 14, 2014; and

WHEREAS, the Contract was amended by the City D. O. No. 10621 on January 31, 2014, to renew the Contract for an additional one (1) year term from March 15, 2014 through March 14, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning March 15, 2015 through March 14, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$6,000.00 without prior approval by the City of Lincoln.

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

- 1) The term of the Contract shall be from beginning March 15, 2015 through March 14, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$6,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, 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>26</u> day
of <u>January</u> 2015
 _____ Fire Chief

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

Company Name: (Please Print)	FireGuard Inc
By: (Please Sign)	<i>Bradley Pfeiffer</i>
By: (Please Print)	Bradley A. Pfeiffer
Title: (Please Print)	Sales Manager Emergency Equipment
Company Address: (Please Print)	4404 S. 76 th Circle Omaha, NE 68127
Company Phone & Fax: (Please Print)	402-592-1999 / 402-592-1599
E-Mail Address: (Please Print)	brad.pfeiffer@fireguardusg.com
Date: (Please Print)	1/19/15
Contact Person For: "Orders or Service" (Please Print)	Brad Pfeiffer
Phone Number:	402-306-1504

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR FIREFIGHTER FOAM
QUOTE NO. 3844
FIRST RENEWAL**

This Amendment is hereby entered into on this ____ day of _____, 2014 by and between **FireGuard, Inc., 4404 South 76th Circle, Omaha, NE 68127** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **March 15, 2012**, under D. O. No. **07195**, (the "Agreement"), for **The Annual Requirements for Fire Fighter Foam, Quote 3844**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **March 15, 2012 through March 14, 2013**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from **March 15, 2013 through March 14, 2014**,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **March 15, 2014 through March 14, 2015**; and

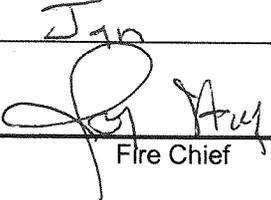
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **March 15, 2014 through March 14, 2015**.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

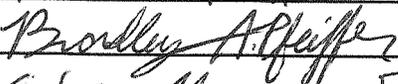
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Official City Use Only

Dated this <u>26</u> day
of <u>Jan</u> 2014
 <hr style="width: 100%;"/> Fire Chief

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

Company Name: (PLEASE PRINT)	FireGuard Inc
By: (PLEASE PRINT)	Brad Pfeiffer
By: (PLEASE SIGN)	
Title:	Sales Manager Emergency Equipment
Company Address: (PLEASE PRINT)	4404 S. 76 th Circle Omaha, NE 68127
Company Phone & Fax: (PLEASE PRINT)	402-592-1999 402-592-1599
E-Mail Address: (PLEASE PRINT)	brad.pfeiffer@Fireguardvsq.com
Date: (PLEASE PRINT)	1-23-14

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR FIREFIGHTER FOAM
QUOTE NO. 3844 - FIRST RENEWAL WITH A PRICE INCREASE**

This Amendment is hereby entered into on this 15th day of February, 2013 by and between FireGuard, Inc., 4404 South 76th Circle, Omaha, NE 68127 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated March 15, 2012, under D. O. No. 07195, (the "Agreement"), for **The Annual Requirements for Fire Fighter Foam, Quote 3844**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is March 15, 2012 thru March 14, 2013, 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 extend the agreement for an additional one (1) year term beginning March 15, 2013 thru March 14, 2014 and

WHEREAS, the parties wish to amend the agreement to reflect a **price increase** for the new term of the agreement as per Attachment A; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Directorial Order No. 07195, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning March 15, 2013 thru March 14, 2014
- 2) The parties agree that the Owners will pay the revised pricing for the items listed in Attachment A, which is attached hereto and made a part hereof by this reference.
- 3) All other terms of the Contract, 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.

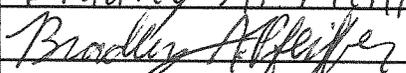
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>7</u> day
of <u>February</u> 2013
 <hr style="width: 100%;"/> Fire Chief

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated 2-5-13

Company Name: (PLEASE PRINT)	Fire Guard Inc.
By: (PLEASE PRINT)	Bradley A. Pfeiffer
By: (PLEASE SIGN)	
Title:	Emergency Equipment Sales Manager
Company Address: (PLEASE PRINT)	4404 S. 76 th Circle Omaha, NE 68127
Company Phone & Fax: (PLEASE PRINT)	402-592-1999 402-592-1599
E-Mail Address: (PLEASE PRINT)	brad.pfeiffer@fireguardusa.com

Denver
Des Moines



ATTACHMENT A
Lincoln
Sioux Falls

Supplier of Fire Protection Products & Service
4404 S. 76th Circle Omaha, NE 68127

January 22, 2013

Ms. Suzanne Siemer
Purchasing Division/Finance Department
440 South 8th Street
Suite 200, Southwest Wing
Lincoln, Ne 68508

Dear Ms. Siemer,

For The Annual Supply of Fire Fighter Foam, Quote # 3844, we have had a price increase from the Ansul due to the materials used to make the foam. Below is the increase we are proposing.

Ansul Class A 433442 Foam Current Price - \$62.44 each

Ansul Class A 433442 Foam New Price - \$64.05 each

Ansul Class B 55797 Foam Current Price - \$94.60 each

Ansul Class B 55797 Foam New Price - \$97.08 each

Sincerely,

A handwritten signature in black ink that reads "Bradley Pfeiffer". The signature is written in a cursive, flowing style.

Bradley Pfeiffer



/ Bulletin /

Bulletin No. 5901

DATE: January 28, 2013
 TO: Authorized ANSUL Distributors, OEM's and Dealers
 SUBJECT: 2013 Price Adjustment

We are writing to inform you of a price increase on our ANSUL product line and related components effective Monday, March 4, 2013.

This notification is to advise you the percent increase by product category; however, individual components may receive adjustments above the percentages shown. Updated price files by product line will be posted on the ANSUL Extranet on Friday, February 8, 2013. Please place orders by Monday, February 25, 2013 to ensure orders are received and entered prior to the increase. Please contact your local sales representative with any questions regarding this increase.

We are dedicated to working with you to grow your business by providing the most complete and innovative ANSUL product line. We appreciate your business and we look forward to working with you in the future.

Sincerely,

The ANSUL Fire Protection Team

PORTABLES/AGENTS

RED LINE Extinguishers	4%
Dry Chemical Agent	3%
Wheeled Units	5%

PRE-ENGINEERED SYSTEMS

Restaurant Electric Switches	15%
Vehicle Systems	5%
Industrial Systems	3%
CHECKFIRE Detection	5%

ENGINEERED SYSTEMS

AUTOPULSE Detection & Control	2%
CO ₂ Systems	4%
Low Pressure CO ₂ Systems	2%
SAPPHIRE Hardware	2%
SAPPHIRE Agent	2%
INERGEN Hardware/Agent	4%
Large Dry Chemical Systems	5%
Halon Hardware	12%
Parts	5%

FOAM PRODUCTS

Hardware	2%
Agents	2-4%

tyco
Fire Protection Products

One Stanton Street
 Marinette, WI 54143-2542
www.ansul.com

Main Telephone Numbers: +1-800-862-6785 or +1-715-735-7415
 Customer Services Press 2 Technical Services Press 4
 Training Services Press 6 Quality Assurance Press 8

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
FIRE FIGHTER FOAM
QUOTE 3844**

**FireGuard Inc.
4404 South 76th Circle
Omaha, NE 68127
402.592.1999**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **FireGuard, Inc., 4404 South 76th Circle, Omaha, NE 68127**, 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 Requirements for Fire Fighter Foam, Quote 3844** and,

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

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the 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.

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 upon execution by both parties. The term of the Contract shall be a **one (1) year term** with the option for **three (3) additional one (1) year renewals**.

8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Special Provisions
 4. Instructions to Bidders

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:

Jan E. Ross
City Clerk



CITY OF LINCOLN, NEBRASKA

Ken Boy
Fire Chief

Approved by Directorial Order 7195

dated March 15, 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

[Signature] (SEAL)
Secretary

Fire Guard Inc
Name of Corporation

4404 S. 76th Circle
(Address) Omaha, NE 68127

By: Bradley Appifer
Duly Authorized Official

Sales Manager Emergency Equipment Sales
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	Fire Maintenance
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		300 South Street
Phone	1 (402) 441-8313		Lincoln, NE 68508		Lincoln, NE 68502
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	Contact	Kendall Warnock
			Purchasing		
Bid Number	3844	Department		Department	
Title	Annual Supply of Fire Fighter Foam	Building		Building	
			Suite 200		
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	02/22/2012	Telephone	(402) 441-8313	Telephone	
Close Date	2/28/2012 2:00:00 AM CST	Fax	(402) 441-6513	Fax	
Need by Date		Email	shinze@lincoln.ne.gov	Email	

Supplier Information

Company FireGuard Inc.
 Address 4404 South 76th Circle
 Omaha, NE 68127

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 592-1999
 Fax 1 (402) 592-1599
 Email
 Submitted 2/23/2012 11:26:24 AM CST
 Total \$7,852.00

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	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	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 _____	Prices Firm until 2-22-2013
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	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
7	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
8	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	5-28 days
9	Contact	Name of person submitting this bid:	Brad Pfeiffer
10	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	50	5 Gallon Pail	Class "A" 1% Concentrate Fire Fighter Foam in 5 gallon pails. Must comply with current NFPA Standards for Class "A" Foam.	\$62.44

Manufacturer: Ansul or equivalent Manufacturer #: Anusl-A Municipal Class A #ANS433442

Item Notes: Vendors MUST include Manufacturer and Product Name in the supplier notes portion of the bid.
 If bidding an equivalent, you must attach specifications in the response attachment section of the bid.

Supplier Notes: Ansul 433442 as requested

2	50	5 Gallon Pail	ATC 3% X 6% AFFF Fire Fighter Foam in 5 gallon pails. Must Comply with Current NFPA Standards for ATC/AFFF Foam. Must Comply with Current NFPA Standards for Class "A" Foam.	\$94.60
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Manufacturer: Ansulite ARC Alcohol Resistant 3% - 6% Manufacturer #: AFFF Concentrate ANS55797

Item Notes: Vendors MUST include Manufacturer and Product Name in the supplier notes portion of the bid.
 If bidding an equivalent, you must attach specifications in the response attachment section of the bid.

Supplier Notes: Ansul 55797 as requested

Response Total: \$7,852.00
