

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF PROTECTIVE FIREFIGHTER HOODS
QUOTE NO. 4672
FIRST 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 an Agreement dated December 4, 2013, under D. O. No. 10380, (the "Agreement"), for The Annual Supply of Protective Firefighter Hoods, Quote No. 4672, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is December 13, 2013 through December 12, 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 December 13, 2014 through December 12, 2015; and

WHEREAS, the Parties wish to amend the agreement for a price increase, per Attachment A; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$5,000.00 without prior approval by the City of Lincoln.

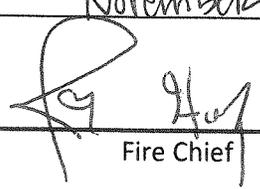
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from December 13, 2014 through December 12, 2015.
- 2) The Parties wish to amend the agreement for a price increase, per Attachment A; and
- 3) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$5,000.00 without prior approval by the City of Lincoln.
- 4) 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>14th</u> day
of <u>November</u> 2014

_____ 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)	Fire Guard Inc
By: (Please Sign)	Bradley Pfeiffer
By: (Please Print)	Bradley A. Pfeiffer
Title: (Please Print)	Sales Manager Emergency Equipment
Company Address: (Please Print)	4404 S 76 th Circle Omaha, NE
Company Phone & Fax: (Please Print)	402-592-1999, 402-592-1599 68127
E-Mail Address: (Please Print)	brad.pfeiffer@fireguardusg.com
Date: (Please Print)	10/24/14
Contact Person For: "Orders or Service" (Please Print)	Brad Pfeiffer
Phone Number:	402-306-1504

Please See attached Letter



ATTACHMENT A

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

October 23, 2014

Ms. Sharon Mulder
Purchasing Division/Finance Department
440 South 8th Street
Suite 200
Lincoln, Ne 68508

Dear Ms. Mulder,

For The Annual Supply of Protective Firefighter Hoods, Quote #4672 we would like to propose a 5% increase on the hoods due to the increase in material costs from the manufacture. Current price is \$39.19 each and we would like to increase it to \$41.14 each.

Sincerely,

A handwritten signature in black ink that reads "Bradley A. Pfeiffer". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Bradley Pfeiffer

www.fireguardusa.com

402-592-1999 • Toll Free 888-843-1991 • Fax 402-592-1599

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
PROTECTIVE FIREFIGHTER HOODS
QUOTE NO. 4672**

**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 _____ 2013, 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 the Annual Supply of Protective Firefighter Hoods, Quote No. 4672 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; © 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 \$3,000.00 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 upon execution by both parties. The term of the Contract shall be from **December 13, 2013 to December 12, 2014** with the 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. Supplier X-tra Attachments
 4. Specifications
 5. Special Provisions
 6. Instructions to Bidders
 7. 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. Miller
City Clerk



CITY OF LINCOLN, NEBRASKA

Bob Huh
Fire Chief

Approved by Directorial Order 10380

dated December 4, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Fire Guard Inc
Name of Corporation
4404 76th Circle Omaha
(Address) *NE 6812*

By: *[Signature]*
Duly Authorized Official
President/CEO
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	Lincoln Fire & Rescue 901 West Bond St., Ste. 150 Lincoln, NE 68521
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	Logistics Division
Phone	(402) 441-7428				
Fax	(402) 441-6513				
Bid Number	4672	Department	Purchasing	Department	
Title	Annual Supply of Protective Firefighter Hoods	Building	Suite 200	Building	
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	11/14/2013	Telephone	(402) 441-7410	Telephone	
Close Date	11/20/2013 10:00:00 AM CT	Fax	(402) 441-6513	Fax	
Need by Date		Email	smulder@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 11/18/2013 11:03:57 AM CT
 Total \$2,937.75

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Contact	Name of person submitting this bid:	Brad Pfeiffer
5	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	20-40 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 _____	Pricing firm for 1 year
9	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
10	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
11	Numbers in Price Box	 I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items. 	Yes
12	Electronic Signature	Please check here for your electronic signature.	Yes



August 29, 2013

Ms. Julie Bellar
Laboratory Technician
Honeywell First Responder Products
1 Innovation Court
Dayton, OH 45414

Certification Letter

Dear Ms. Bellar:

We are pleased to confirm that the Structural Fire Fighting Hood model below is certified by the Safety Equipment Institute, effective August 29, 2013. Initial certification testing was successfully completed in accordance with the requirements of *NFPA 1971-2013 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting*.

<u>SEI Ref. No.</u>	<u>Brand</u>	<u>Model No.</u>	<u>Passed Testing</u>
SFH HWL 18	Honeywell	HD-CKCK-SQ/FD	August 28, 2013

The SEI Certification Mark may be used in the marketing, packaging and promotion of the model(s) detailed above, in accordance with the provisions of the *SEI Certification Program Manual*.

Per the SEI Certification Program Manual, SEI shall certify the manufacturer's product model(s) and grant the right to use the SEI certification mark when 1) the Testing Laboratory has determined that the product model submitted and tested successfully meets the appropriate product standard, 2) the Quality Assurance Auditor has determined that the manufacturer complies with SEI quality assurance requirements through an on-site audit, including a review of the quality manual and procedures, 3) the manufacturer has paid all fees, and 4) product liability insurance requirements are met.

Following initial certification, SEI conducts annual follow-up testing on samples which are selected by SEI during the annual quality assurance audit. SEI's certification program is accredited as a System Type 5 per ISO/IEC Guide 67:2004(E).

Thank you for your participation in the SEI Certification Program. If you have any questions, please contact the SEI Office.

Sincerely,

Tricia Hock
Program Manager


Patricia A. Gleason
President

cc: Jules Pinto, SEI Auditor



SPECIFICATIONS FOR PROTECTIVE FIRE FIGHTER HOODS

1. GENERAL

- 1.1 The Lincoln Fire Department (LFD) currently employs approximately 280 Fire Fighters.
- 1.2 NFPA Standard in Effect:
 - 1.2.1 NFPA 1500, (current edition), the Standard on the Maintenance and Cleaning, and retirement and disposal criteria and considerations.
 - 1.2.2 NFPA 1851, (current edition), the Standard on the Selection, Care, and Maintenance of PPE.
 - 1.2.3 NFPA 1971, (current edition), Standard on Protective Ensemble For Structural Fire Fighting.
- 1.3 This bid is specific to hoods that have been tested and approved by LFD.
- 1.4 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda
 - 1.5.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.5.3 No direct contact is allowed between vendor and LFD staff or any other City of Lincoln department throughout the bid process.
 - 1.5.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.6 Vendors shall provide pricing for hoods with a lifetime warranty.

2. SCOPE OF WORK

- 2.1 This bid will result in a contract for the supply of fire fighter protective hoods on an *as-needed basis*.
 - 2.1.1 It is estimated that 50-75 sets maybe ordered in the first year on an as-needed basis
 - 2.1.2 The term of the contract will be for one (1) year with the option for three (3) additional one (1) year terms if mutually agreeable by both parties.
- 2.2 Vendor must be a distributor in good standing by the manufacturer for the product being requested.

3. HOODS

- 3.1 The hood body shall be a MaskMate Hood, Model HD-CKCK-SQ.
- 3.2 Third Party certification showing a minimum TPP of shall be furnished by manufacturer and attached to the bid.
 - 3.2.1 Please attach in the Vendors Response Attachment Section of the E-Bid.
- 3.3 The hoods shall meet or exceed both the design and performance requirements as outlined in NFPA 1971.
- 3.4 Each hood body shall be individually packaged in a clear poly-bag along with user information guides and information.