

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL REQUIREMENTS FOR CLEANING SERVICES  
QUOTE NO. 3874  
SECOND RENEWAL**

This Amendment is hereby entered into on this 15 day of April, 2014 by and between **MES – Mid America, 1880 East Military Ave., Fremont, NE 68025** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **May 16, 2012**, under D. O. No. **07449**, (the "Agreement"), for **The Annual Supply of Fire Hose, Quote No. 3874**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **May 16, 2012 through May 15, 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 **May 16, 2013 through May 15, 2014**,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **May 16, 2014 through May 15, 2015**; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **\$12,000.00** 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 **May 16, 2014 through May 15, 2015**.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **\$12,000.00** without prior approval by the City of Lincoln.
- 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>3/26/14</u> day
of <u>MARCH</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)	MES Inc
By: (Please Sign)	
By: (Please Print)	Nicole Kingston
Title: (Please Print)	Operations Manager
Company Address: (Please Print)	1800 E. Military Ave. Fremont, NE 68025
Company Phone & Fax: (Please Print)	800 228 9014 Fax: 402 727 5788
E-Mail Address: (Please Print)	nkingston@mesfire.com
Date: (Please Print)	3/24/14
Contact Person For: "Orders or Service" (Please Print)	Brian Nielsen
Phone Number: (Please Print)	402 380-1573

09377

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL SUPPLY OF FIRE HOSE  
QUOTE 3874  
FIRST RENEWAL WITH AMENDMENT**

This Amendment is hereby entered into on this 30 day of May, 2013 by and between MES - Mid America, 1880 East Military Ave., Fremont, NE 68025 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated May 16, 2012, under D. O. No. 07449, (the "Agreement"), for The Annual Supply of Fire Hose, Quote 3874, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is May 16, 2012 thru May 15, 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 May 16, 2013 thru May 15, 2014; and

WHEREAS, the parties wish to amend the contract to include all line items; 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 May 16, 2013 thru May 15, 2014.
- 2) The parties wish to amend the contract to include all line items.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

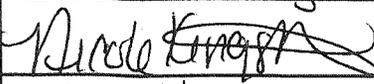
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

**Official City Use Only**

Dated this <u>4</u> day
of <u>June</u> 2013
 _____ 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)	Municipal Emergency Services (MES)
By: (PLEASE PRINT)	Nicole Kingston
By: (PLEASE SIGN)	
Title:	Operations
Company Address: (PLEASE PRINT)	1880 E. Military Ave. Fremont, NE 68025
Company Phone & Fax: (PLEASE PRINT)	(402) 727-5785 / Fax - (402) 727-5789
E-Mail Address: (PLEASE PRINT)	nkingston@mesfire.com
Date: (PLEASE PRINT)	5/30/13

67449

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL SUPPLY  
OF  
FIRE HOSE  
QUOTE 3874**

**MES - Mid America  
1751 County Road 20<sup>th</sup> Avenue  
Fremont, NE 68025  
402.727.5785**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between **MES - Mid America, 1751 County Road 20<sup>th</sup> Avenue, Fremont, NE 68025**, 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 Fire Hose, Quote 3874** 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 Line Items 2 & 3 of Contractor's 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 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/Response
  3. Special Provisions
  4. Specifications
  5. 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:

City Clerk

*Jan E Ross*



CITY OF LINCOLN, NEBRASKA

City Chief

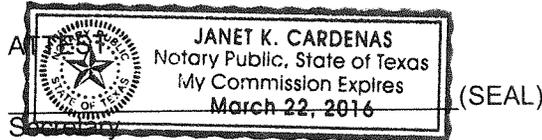
*Roy Hill*

Approved by Directorial Order 07449

dated 5/16/12

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:



*(MES)*  
MUNICIPAL EMERGENCY SERVICES, INC  
Name of Corporation  
15865 INTERNATIONAL PLAZA DR  
HOUSTON, TX 77032  
(Address)

By: *Brent Allen* *(BRENT ALLEN)*  
Duly Authorized Official  
REGION VICE 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	Lincoln Fire Shop
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		300 South Street
Phone	1 (402) 441-8313		Lincoln, NE 68516		Lincoln, NE 68502
Fax	1 (402) 441-6513	Contact	Rachelle Hinze, Buyer	Contact	
			Purchasing		
Bid Number	3874	Department		Department	
Title	Annual Supply of Fire Hose	Building		Building	
Bid Type	Quote		Suite 200		
Issue Date	03/15/2012	Floor/Room		Floor/Room	
Close Date	3/21/2012 3:00:00 PM CST	Telephone	(402) 441-8313	Telephone	
Need by Date		Fax	(402) 441-6513	Fax	
		Email	rhinze@lincoln.ne.gov	Email	

## Supplier Information

Company MES - Mid America  
 Address 1751 County Road 20th Avenue  
 Fremont, NE 68025

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 727-5785  
 Fax 1 (402) 727-5789  
 Email  
 Submitted 3/21/2012 1:38:20 PM CST  
 Total \$8,380.03

Signature \_\_\_\_\_

Supplier Notes \_\_\_\_\_

Bid Notes \_\_\_\_\_

Bid Activities \_\_\_\_\_

Bid Messages \_\_\_\_\_

Please review the following and respond where necessary

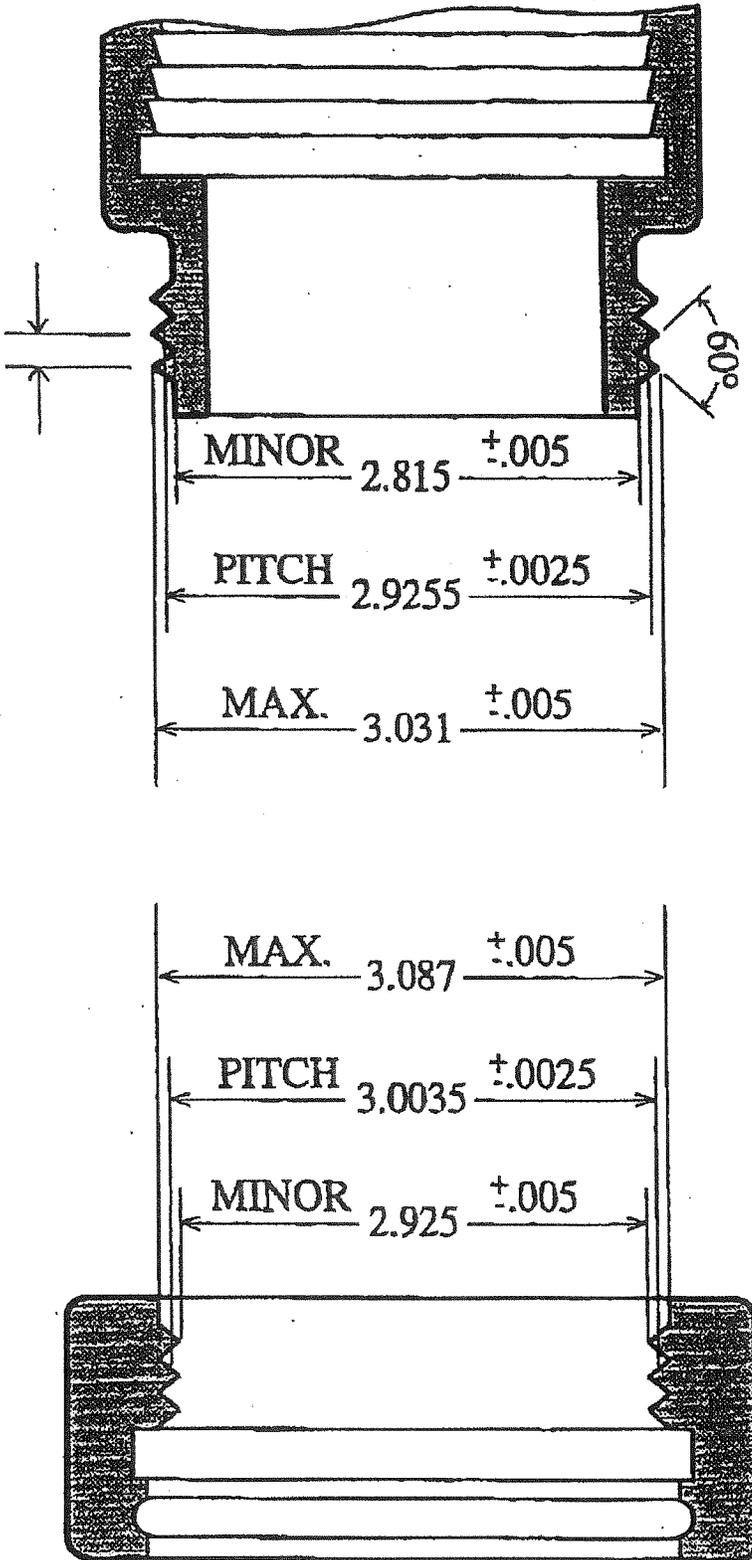
#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Sample of Hose	I acknowledge that I have mailed a sample of the hose I am bidding with specifications to:  City of Lincoln, Purchasing Dept.  Attn. Shelly Hinze  440 South 8th Street  Lincoln, NE 68508.	Y
3	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
4	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	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 _____	YES, YES, 12 Months From Contract Date
7	LFD Thread attachment	I acknowledge reading and understanding the LFD Thread attachment.	Yes
8	Warranty	Warranty: The manufacture warrants the hose to be free from defects in materials and workmanship for two (2) years. This warranty shall provide for the repair or replacement of hose and coupling proven to have failed due to faulty material or workmanship.	Yes
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	Contact	Name of person submitting this bid:	Brian L. Nielsen
11	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	100 ft. Section	1-3/4" x 100' Section Hi-Rise Hose w/1-1/2 Coupling   National Municipal Fire Hose DP17x100 O15N Aluminum coupling  800 P.S.I. Double Jacket Nylon  Polyurethane lined with Dura-Cote (color-orange) National Standard Thread  Must meet or exceed the NFPA for requirements for fire hose	<del>\$239.94</del>
Item Notes: Sample: A twelve (12) inch sample of the hose to be supplied shall be submitted with the bid, accompanied by detailed construction specifications.				
Supplier Notes: Firequip Attack Lite, NST, 1.75x100 ORANGE, 10YR WARRANTY				
2	17	50 ft. Sections	1-3/4" x 50' Section FIRE HOSE W/1-1/2 COUPLING Angus Ultima (011127) Municipal Fire Hose 800   P.S.I. Double Jacket Polyester  EPDM rubber line w/ Armour Jacket (color red)  National Standard threads	\$87.97
Item Notes: Sample: A twelve (12) inch sample of the hose to be supplied shall be submitted to Purchasing at 440 South 8th Street before the bid date/time, accompanied by detailed construction specifications.				
Supplier Notes: Firequip DJ800, RED, 1.75x50, 10YR WARRANTY				
3	20	50 ft. Sections	2-1/2" x 50' Sections FIRE HOSE Angus Ultima (011129) Municipal Fire Hose  EPDM rubber lined w/Armour Jacket (color Yellow)  Lincoln Fire Dept. threads (see attached)	\$123.43
Item Notes: Sample: A twelve (12) inch sample of the hose to be supplied shall be submitted to Purchasing at 440 South 8th Street before the bid date/time, accompanied by detailed construction specifications.				
Supplier Notes: Firequip DJ800, YELLOW, LINCOLN THREAD, 2.5x50, 10YR WARRANTY				
4	6	100 ft. Sections	5" x 100' Section FIRE HOSE Lightweight Angus Hi-Vol (011045) Nitrile rubber encased single jacket fire hose w/Storz locking coupling (color yellow)	<del>\$531.43</del>
Item Notes: Sample: A twelve (12) inch sample of the hose to be supplied shall be submitted to Purchasing at 440 South 8th Street before the bid date/time, accompanied by detailed construction specifications.				
Supplier Notes: Firequip HYDRO FLOW, YELLOW W/ STORZ, 5x100				
5	3	50 ft. Sections	5" x 50' Section FIRE HOSE Lightweight Angus Hi-Vol (011045) Nitrile rubber encased single jacket fire hose w/Storz locking coupling (color yellow).	<del>\$329.14</del>
Item Notes: Sample: A twelve (12) inch sample of the hose to be supplied shall be submitted to Purchasing at 440 South 8th Street before the bid date/time, accompanied by detailed construction specifications.				
Supplier Notes: Firequip HYDRO FLOW, YELLOW W/ STORZ, 5x50				
Response Total:				\$8,380.03

LINCOLN FIRE DEPARTMENT HOSE THREADS  
2 1/2" COUPLINGS

Attachment A



SHARP "V"  
.216 D.D.

.046 SHAKE  
3.031X8

NATIONAL FORM  
.162 D.D.