

A-88647

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Fire Suppression Inspection, Testing and Maintenance
Quote No. 4913**

**Jacobsen Fire Equipment
140 W. Cornhusker Hwy
Lincoln, NE 68521
(402)314-0155**

**CITY OF LINCOLN
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, 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:

**Annual Requirements for Fire Suppression Inspection, Testing and Maintenance,
Quote No. 4913**

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 lines 1-4 and 7 of the 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:

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 \$500.00 plus any additional cost for repairs not to exceed \$2,000.00 each year, for a total not to exceed \$10,000.00 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. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term.

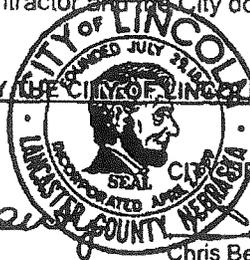
8. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Addendums No. 1 and 2
 4. Special Provisions
 5. Specifications
 6. Aging Inspection Report
 7. Information Services Inspection Report
 8. Parks and Recreation Inspection Report
 9. Bonds
 10. Instructions to Bidders
 11. Insurance Requirements
 12. 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 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:

Jandy L. Dubas, Deputy
City Clerk

LINCOLN, NEBRASKA

Chris Beutler
Chris Beutler, Mayor

Approved by:

Approved by Resolution No. A-88647

Dated November 24, 2014

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Ash Fire & Safety Co.
Name of Corporation

140 W Cornhusker Hwy
(Address)

By: [Signature]
Duty Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Jacobsen Fire Equipment Co.
Name of Organization

Fire & Safety Equipment
Type of Organization

140 W. Cornhusker Hwy
(Address)

By: Jeff Thomas
Member

By: Mark Ash
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	Shelly Hinze, Buyer	Contact
Bid Number	4913 Addendum 2	Department		Department
Title	Annual Requirements for Fire Suppression Inspection, Testing and Maintenance	Building	Suite 200	Building
Bid Type	Quote	Floor/Room		Floor/Room
Issue Date	08/21/2014	Telephone	1 (402) 441-8313	Telephone
Close Date	9/3/2014 11:00:00 PM CT	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rhinze@lincoln.ne.gov	Email

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
ax 1 (402) 474-4211
mail info@jacobsenfireequipment.com
Submitted 9/2/2014 11:08:30 AM CT
Total \$2,160.00

Signature _____

Supplier Notes

Thank you!

Bid Notes

Added addendum 2

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	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) 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 (4)2018
8	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of \$3,000.00 will be required with the signed contract upon award of this job.	Yes
10	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
11	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
12	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%
13	References	LIST two references including a contact person, address, telephone number and a listing of the type of work completed for them. Information can be listed in this section or attached to the response attachment section of your bid. ONE REFERENCE MUST BE A CORRECTION TYPE FACILITY.	Yes
14	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

15	Labor Rate Regular Hours	List your labor rate per hour for regular hours from 8:00am - 4:00pm	\$40.00
16	Labor Rate After Hours/Emergency Hours/Weekend Rate	List your labor rate per hour for after hours/emergency hours/Weekend rate. After Hour Rate \$_____ Emergency Rate \$_____ Weekend Rate \$_____.	\$45.00/\$55.00/\$65.00
17	165 Degree Replacement of Fuse Links	List your price to replace a 165° fuse link	9.00
18	360 Degree fuse link replacement	List your price to replace a 360° fuse link	9.00
19	450 Degree fuse link replacement	List your price to replace a 450° fuse link	9.00
20	500 Degree fuse link replacement	List your price to replace a 500° fuse link	9.00
21	Hydro-Test	List your price for Hydro-Test tank connected to the suppression system.	\$200-\$265.00
22	Extinguisher Hydro-Test	List your price for Hydro-Test for fire extinguisher associated with the suppression system.	6.00
23	5 lb. recharge	List your price to recharge a 5 pound extinguisher in the area for the suppression system.	8.00
24	10 lb. recharge	List your price to recharge a 10 pound extinguisher in the area for the suppression system.	11.50
25	Contact	Name of person submitting this bid:	Jeff Thomas-President
26	Electronic Signature	Please check here for your electronic signature.	Yes
27	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.	Yes
8	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: See Bid Attachments section for Addendum information.	Yes
29	Certification	I acknowledge that I have attached our companies certification(s) of the suppression systems that I have been certified in under the suppliers response attachment section.	Jeff Thomas-President

Line Items

#	Qty	UOM	Description	Response
1	2	Ea per year	Belmont Rec Center Semi Annual Inspection, Testing and Maintenance - 1234 Judson Street, consists of 1 hood	\$40.00
Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood				
Supplier Notes:				
2	2	Ea per year	"F" Street Rec Center Semi Annual Inspection, Testing and Maintenance - 1225 "F" Street, consists of 1 hood	\$40.00
Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood				
Supplier Notes:				
3	2	Ea per year	Star City Shores Semi Annual Inspection, Testing and Maintenance - 4376 South 33 Street, consists of 1 hood	\$40.00
Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood				
Supplier Notes:				
4	2	Ea per year	Aging Downtown Sr. Center Semi Annual Inspection, Testing and Maintenance - 1005 "O" Street, consists of 1 hood	\$40.00
Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood				
Supplier Notes:				
5	2	Ea per year	Lancaster Adult Probation Main Kitchen Semi Annual Inspection, Testing and Maintenance - 3801 West "O" Street, consists of 2 hoods	\$80.00
Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 2 hoods.				
Supplier Notes:				
6	2	Ea per year	Lancaster Adult Probation Staff Dining Hall Semi Annual Inspection, Testing and Maintenance - 3801 West "O" Street, consists of 1 hood	\$40.00
Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood				
Supplier Notes:				
7	2	Ea per year	Information Services Semi Annual Inspection, Testing and Maintenance - 233 South 10th Street	\$40.00
Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance				
Supplier Notes:				

8	2	Ea per year	Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Room C511 - 600 R Street, consists of 2 hoods	\$80.00
Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 2 hoods.				
Supplier Notes:				
9	2	Ea per year	Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Room A521 - 600 R Street, consists of 1 hood	\$40.00
Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood.				
Supplier Notes:				
10	2	Ea per year	Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Level 4 Pizza Oven - 600 R Street, consists of 1 hood	\$40.00
Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood.				
Supplier Notes:				
11	2	Ea per year	Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Room C305 Area - 600 R Street, consists of 1 hood	\$40.00
Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood.				
Supplier Notes:				
12	2	Ea per year	Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Room D305- 600 R Street, consists of 2 hoods	\$80.00
Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 2 hoods.				
Supplier Notes:				
13	2	Ea per year	Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Room D314- 600 R Street, consists of 2 hoods	\$80.00
Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 2 hoods.				
Supplier Notes:				
14	2	Ea per year	Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Room A305 - 600 R Street, consists of 2 hoods	\$80.00
Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 2 hoods.				
Supplier Notes:				

15	2	Ea per year	Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Club Room - 600 R Street, consists of 1 hood	\$40.00
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Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood.

Supplier Notes:

16	2	Ea per year	Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for D157 - 600 R Street, consists of 1 hood	\$40.00
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Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood.

Supplier Notes:

17	2	Ea per year	Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Room A113B - 600 R Street, consists of 6 hoods	\$240.00
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Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 6 hoods.

Supplier Notes:

Response Total: \$2,160.00
