

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR COURTHOUSE FIRE ALARM REPLACEMENT PROJECT
FOR THE
FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for the Courthouse fire alarm replacement equipment have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

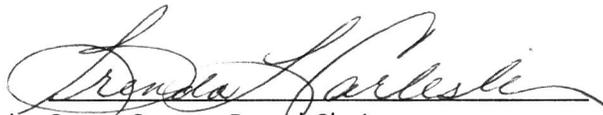
WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, be it resolved by this Board of County Commissioners that:

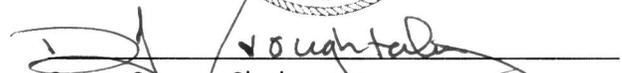
- (1) The low bid of *FireGuard, Inc.* for the *Courthouse Fire Alarm Replacement Project* for *Fifty Six Thousand Eight Hundred Ninety Dollars and No Cents (\$56,890.00)* is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 12th day of May, 2015.


 Brenda L. Farkeski
 Sarpy County Board Chairman

ATTEST:




 Debra J. Houghtaling
 Sarpy County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE, SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Purchasing/Contract Administrator
(402) 593-4476

MEMO

To: Sarpy County Board of Commissioners
From: Beth Garber
Re: Award Bid for Courthouse Fire Alarm Replacement Project

On April 23, 2015, one (1) bid was opened for the Courthouse Fire Alarm Replacement Project. After reviewing the bid, it is recommended the bid be awarded to the low bidder, FireGuard for \$56,890.00.

During the bidding process we contacted fire alarm vendors to raise awareness to the project. During these conversations it was noted the project was difficult to bid because the Courthouse has two (2) separate fire alarm systems in place. Vendors are generally distributors of one system, but would have to subcontract for the other system. Therefore, most vendors choose not to bid on the project. The team discussed the option of separating the project into two phases, but we did not see that increasing the amount of bidders because the number of certified installers for the systems is relatively small in the Omaha area.

The County has previously worked with FireGuard and they included reference letters within their bid. We are confident in their ability to complete the job, as specified.

Please feel free to contact me at (402) 593-4476 with any questions.

May 1, 2015



Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards

MEMORANDUM

SARPY COUNTY
FACILITIES MANAGEMENT

Date: May 7, 2015
To: Beth Garber
From: Ross Richards
Subject: **Courthouse Fire Alarm Replacement Project
Recommendation Memo**

On March 3, 2015 our Sarpy County Board of Commissioners voted to authorize bidding for the Courthouse Fire Alarm Replacement Project. One (1) bid was received on April 23; FireGuard, Inc. is the sole responsive and responsible bidder. Bid documents were mailed to six (6) vendors, the project was advertised for 2 weeks in local newspapers, bid documents were posted on the Sarpy Website and subscribers to the RSS Feed were notified.

Facilities Management recommends awarding the Courthouse Fire Alarm Replacement Project to FireGuard, Inc. for the Base Bid amount of \$56,890. Funds for this project are available in the Fiscal Year 2015 Budget.

Scope Overview:

Currently 3 fire panels control alarms for the Courthouse and Administration Addition (2 panels in the Courthouse and 1 panel in the Administration Addition).

- Both buildings are tied together as one, with 3 different panels
- This project separates the 2 buildings so they are armed independently
 - Work in the Administration Addition is minimal – only disconnecting from the Courthouse
 - 1 of the 2 panels in the Courthouse (the old, outdated panel) will be removed and devices associated with that panel will be replaced with devices compatible with the newer panel which was installed during the 2010 Courthouse Renovation with Addition Project.

FireGuard, Inc. is well suited for this project as they installed the newer portion of the fire alarm system during the Courthouse Renovation with Addition Project. FireGuard also provided service work on the Courthouse and Administration Addition fire alarm systems.

Please contact me at 593-4358 if you have questions or need additional information.

Courthouse Fire Alarm Replacement Project
for the
Facilities Management Department

Bid Opening:
2:00 p.m.,
April 23, 2015

	FireGuard, Inc.
Lump Sum Base Bid	\$56,890.00
Estimated Start Date	6/1/2015
Estimated Completion Date	9/1/2015

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and FireGuard, Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Courthouse Fire Alarm Replacement Project for the Facilities Management Department; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Courthouse Fire Alarm Replacement Project in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- 2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services

documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Facilities Management Department
Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.
- G. This agreement is controlling and inclusive of all documents within the Vendor proposal except the Installation of Equipment Terms and Conditions Agreement.

II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County

and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive Suite 1250
Papillion, NE 68046

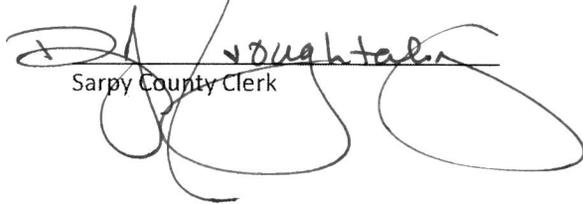
Vendor: Ms. Zoe Romaire
FireGuard, Inc.
4404 S. 76th Cir.
Omaha, NE 68127

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 12th day of May, 2015.

(Seal)



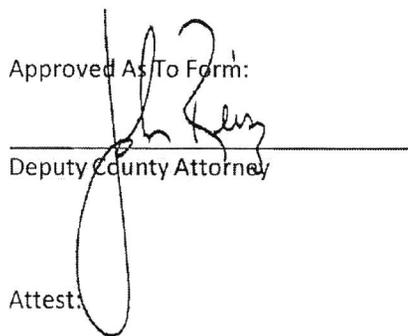
ATTEST:


Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate


Chairperson
Sarpy County Board of Commissioners

Approved As To Form:


Deputy County Attorney

Attest:

Witness

Vendor: Zullu

By: ZUC A Romaine

Title: Engineered System Designer

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE, SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Purchasing/Contract Administrator
(402) 593-4476

Addendum #1

Courthouse Fire Alarm Replacement Project For the Facilities Management Department

Question #1: Is the door between the buildings set within the panel to drop?

Response: This door does not currently drop with panel notification.

Question #2: Who originally installed the fire alarm system within the Administration Building?

Response: Electronic Specialties.

**All other terms and conditions remain unchanged.
Vendor must acknowledge addendum on Bid Form.**

SARPY COUNTY, NEBRASKA

REQUEST FOR PROPOSALS

Courthouse Fire Alarm Replacement Project For the Facilities Management Department

PROPOSALS DUE:
2:00 p.m., Thursday, April 23, 2015

General Information

Notice to Vendors

Sarpy County is seeking proposals for Courthouse Fire Alarm Replacement Project for the Facilities Management Department. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday, April 23, 2015. Bids shall be in a sealed envelope, clearly marked "Sealed Bid – Courthouse Fire Alarm Replacement Project" and shall have the name of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

Requests for information and clarification questions must be received by April 16, 2015 at 12:00 p.m. in order for Sarpy County to have time to issue an addendum.

There will be a non-mandatory prebid meeting at 10:00 a.m., Wednesday, April 15, 2015 in the Administration Conference Rooms located at 1210 Golden Gate Drive, Papillion, NE. This will be the only time available for vendors to walk through with Sarpy staff and the project engineer.

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Administrative Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., Thursday, April 23, 2015.

All bids submitted shall be valid for a period of ninety (90) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B. Destination, freight prepaid, Sarpy County, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

Procedures for Evaluation and Awarding of Bid

Evaluation will be done by Beth Garber, Sarpy County Purchaser along with personnel from the Facilities Management Department. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site www.sarpy.com. The Commissioners award the bid by majority vote.

The following factors will be used to consider the award of the bid, where applicable:

- a) Compliance with all requirements.
- b) Price.
- c) The ability, capability, and skills of the Vendor to perform.
- d) The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
- e) The quality of previous performance.
- f) Whether the Vendor can perform within the time specified.
- g) The previous and existing compliance of the supplier with laws.
- h) The life-cost of the personal property or services in relation to the purchase price and specified use.
- i) The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
- j) The energy efficiency ratio as stated by the supplier.
- k) The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
- l) Such other information as may be secured having a bearing on the decision.

Terms and Conditions

1. Performance Bond

The successful Vendor shall be required to furnish a performance bond, and said bond shall be in the amount of 100% of the total amount of the bid, written by a surety licensed to do business in the State of Nebraska. Said performance bond shall be provided to the Sarpy County Clerk within ten (10) days after execution of the contract documents and bid award. Bond may be secured through the Vendor's usual sources.

2. Information, Discussion and Disclosures

Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.

The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.

No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.

Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by April 16, 2015 at 12:00 p.m. in order for Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

3. Addenda

All addenda will become part of this RFP and must be responded to by each Vendor.

All addenda must be acknowledged in writing in the bid submitted by the Vendor.

This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

4. Confidentiality of Documents

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any "proprietary, trade secret, or confidential commercial or financial" information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. **Pricing information is not considered financial information and therefore is not considered Confidential.** Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, the Vendor will be required to fully

defend, in all forums, Sarpy County's refusal to produce such information; otherwise, Sarpy County will make such information public upon request.

5. Non-Discrimination Clause

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 2009), Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2010), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

6. Conflict of Interest Clause

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 2012), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

7. Payment Terms

The successful Vendor shall submit an itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery.

8. Supplemental Terms and Conditions/Modifications

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

9. Termination

Either party may terminate the Contract with ninety (90) days' written notice to the other.

10. Residency Verification

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

- a) If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- b) The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

11. Breach

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

12. Insurance Requirements

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days' notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The County is to be named as an additional insured on the insurance coverage required under this section.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

13. Assignment

The Vendor may not assign this Contract without the prior written consent of the County.

14. Subcontracting

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

15. Independent Contractor

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

16. Indemnity

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

17. Deviations

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

18. Exceptions

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

19. Warranty

A copy of all manufacturer's warranties shall be included in Vendor's proposal.

The Vendor shall warrant all materials, workmanship and equipment against defects for a period of one year beginning on the date of substantial completion except that certain equipment shall be warranted for longer periods as described in manufacturer's warranties.

20. Company Information

Vendor will provide the following company information on the bid form:

- a. Years in business;
- b. Number of employees; and,
- c. Total sales for last three (3) years.

21. References

Each Vendor must include with its proposal a list of no less than three (3) current references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company.

Technical Specifications

The technical specifications are attached hereto. Should there be a conflict between the general terms and conditions and the technical specifications, the technical specifications shall prevail.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

COMPANY NAME: _____

**Sarpy County, Nebraska
Courthouse Fire Alarm Replacement Project
Bid Form**

Lump Sum Base Bid: \$ _____

*Prices are to be F.O.B. - 1210 Golden Gate Drive, Papillion, NE 68046

PROJECTED START DATE: _____

PROJECTED COMPLETION DATE: _____

Company Information

Years in business: _____

of employees _____

Total sales last 3 years

References

Company Name: _____

Address: _____

Contact Name: _____ Phone Number: _____

Date of Purchase: _____ Email: _____

Company Name: _____

Address: _____

Contact Name: _____ Phone Number: _____

Date of Purchase: _____ Email: _____

Company Name: _____

Address: _____

Contact Name: _____ Phone Number: _____

Date of Purchase: _____ Email: _____

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 _____
Addendum #2 _____

Attachments: Warranty Information

Company Name

Company Representative (Please print)

Authorized Signature

Telephone Number

Address

Fax Number

City, State & Zip

E-Mail Address

***NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**

Exhibit "A"
AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and _____, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Courthouse Fire Alarm Replacement Project for the Facilities Management Department; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Courthouse Fire Alarm Replacement Project in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Facilities Management Department
Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive Suite 1250
Papillion, NE 68046

Vendor: _____

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this _____ day of _____, 2015.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

Approved As To Form and Content:

Vendor: _____

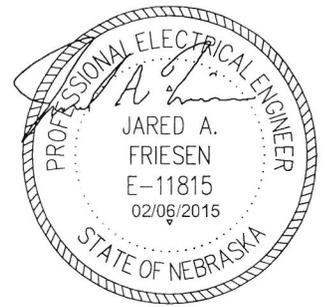
Deputy County Attorney

By: _____

Title: _____

Attest:

Witness



SECTION 260100 – GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

- A. This Section includes general electrical requirements and shall apply to all phases of the work specified, indicated on the drawings or required to provide for complete installation of electrical systems.

1.3 WARRANTIES

- A. All materials, workmanship and equipment shall be warranted against defects or against injury from proper and usual wear for a period of one year after the date of substantial completion. Certain equipment shall be warranted beginning at the time of final acceptance or for longer periods of time as specified in those sections of the Project Manual. Any item which becomes defective within the warranty period shall be repaired or replaced, at no additional cost to the Owner.
- B. All manufactures warranties shall run to the benefit of the owner. No manufacturer's warranties shall be voided or impaired.
- C. Warranty shall include repair of faulty workmanship.

1.4 ALTERNATES

- A. Alternates, if required, shall be as described in the "Alternates" section of this specification, as described on the proposal form or as indicated on the drawings.

1.5 INTERPRETATION OF DOCUMENTS

- A. Any questions regarding the meaning of any portion of the contract documents shall be submitted to the Architect/Engineer for interpretation. Addenda or supplemental information will publish definitive interpretations or clarification. Verbal interpretation not issued by addendum or supplemental information shall not be considered part of the contract documents.
- B. The Architect/Engineer shall be the sole judge of interpretations of discrepancies within the contract documents.
- C. If ambiguities should appear in the contract documents, the Contractor shall request clarification from the Architect/Engineer before proceeding with the work. If the Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a manner satisfactory to the Architect/Engineer. Should a conflict occur within the contract documents, the Contractor is deemed to have estimated the more expensive way of doing the work unless a written clarification from the Architect/Engineer was requested and obtained before submission of proposed methods or materials.

1.6 DEFINITIONS ABBREVIATIONS

A. The following shall apply throughout the contract documents

- | | | |
|-----|-----------|--|
| 1. | Code | All applicable national state and local codes |
| 2. | Furnish | Supply and deliver to site ready for installation |
| 3. | Indicated | Noted, scheduled or specified |
| 4. | Provide | Furnish, install and connect complete and ready for final use by owner |
| 5. | ADA | Americans with Disabilities Act |
| 6. | ANSI | American National Standards Institute |
| 7. | ASTM | American Society for Testing and Materials |
| 8. | FM | Factory Mutual System |
| 9. | IRI | HSB Industrial Risk Insurers |
| 10. | NEC | National Electric Code (NFPA 70) |
| 11. | NEMA | National Electrical Manufacturers Association |
| 12. | NFPA | National Fire Protection Association |
| 13. | UL | Underwriters Laboratories Inc. |

1.7 CODES AND STANDARDS

- A. All work shall be performed by competent craftsmen skilled in the trade involved and shall be done in a manner consistent with normal industry standards.
- B. All work shall conform to the currently adopted edition of the National Electric Code (NEC), Local Building Code, and all other applicable state and local codes or standards.
- C. Where there is a conflict between the code and the contract documents, the code shall have precedence only when it is more stringent than the contract documents. Items that are allowed by the code but are less stringent than those specified shall not be substituted.

1.8 PERMITS

- A. Contractor shall become familiar and comply with all requirements regarding permits, fees, licenses, etc. All permits, licenses, inspections and arrangements required for the work shall be obtained by Contractor's effort and expense. All utilities shall be installed in accordance with the local rules and regulations and all charges shall be paid by the Contractor. Capital facilities fees will be paid by owner.

1.9 SUBMITTALS

- A. Division 1 section "Submittals" shall be adhered to if more stringent than this section.

- B. Shop drawings shall be submitted to Architect/Engineer for review when required by other sections of this specification and **for all equipment scheduled or specified on drawings.**
 - 1. A letter of transmittal shall accompany each submittal. Submittals shall be numbered consecutively and list products covered.
 - 2. Unless otherwise noted, submit .pdf format electronic copies of shop drawing and product data for review.
- C. Shop Drawings
 - 1. Shop drawings include fabrication and installation drawings, diagrams, schedules of other data specifically prepared for the project. Include dimensions and notations showing compliance with specified standards.
 - 2. Drawing sheet size shall be at least 8 ½" x 11" and no longer than 30" x 42". For sheets larger than 11" x 17", submit one sheet of reproducible media and one blue-line or photocopy print. Architect/Engineer action will be returned on reproducible media.
- D. Product Data
 - 1. Product data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, rough-in diagrams, wiring diagrams and performance curves.
 - 2. Each copy shall clearly indicate conformance with specified capacities, characteristics, dimensions and details. Mark all equipment with same item number as used on drawings. Mark each copy to clearly indicate applicable choices and options.
- E. Architect/Engineer will review or take appropriate action for submittals. Review is only to determine general conformance with design shown in contract documents.
- F. Architect/Engineer review of submittals shall not relieve contractor of responsibility for deviation from requirements of the contract documents or from errors or omissions within submittals.
- G. No portion of the work requiring submittals shall be commenced until the Architect/Engineer has reviewed the submittal.
- H. Electronic Floor Plan Drawings in AutoCAD format may be requested for use in preparation of shop drawings. Morrissey Engineering reserves the right to reject requests for electronic drawings. Submit written request to Morrissey Engineering or email request to info@morrisseyengineering.com. Indicate the project name, and floor plan sheets requested. The use of these drawings is intended solely for preparation of drawings required by this specification. Copyright law prohibits any other use. The user of the electronic files assumes full responsibility for the accuracy and scale of the drawings.
- I. See "Submittal Schedule" at the end of Section 260100 – General Electrical Requirements.

1.10 OPERATION AND MAINTENANCE MANUALS

- A. Assemble three (3) complete sets of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
 - 1. Operation Data:

- a. Emergency instructions and procedures.
- b. System, subsystem, and equipment descriptions, including operating standards.
- c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
- d. Description of controls and sequence of operations.
- e. Piping and wiring diagrams.

2. Maintenance Data:

- a. Manufacturer's information, including list of spare parts.
- b. Name, address, and telephone number of installer or supplier.
- c. Maintenance procedures.
- d. Maintenance and service schedules for preventive and routine maintenance.
- e. Maintenance record forms.
- f. Sources of spare parts and maintenance materials.
- g. Copies of maintenance service agreements.
- h. Copies of warranties and bonds.

- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

1.11 PROJECT RECORD DOCUMENTS

- A. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
 - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally.
 - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All materials and equipment used in the construction of the project shall be new unused and undamaged unless otherwise specified. Materials and equipment shall be of latest design standards of manufacturer specified.
- B. Materials and equipment are limited by the requirements of the contract documents. Material and equipment shall be provided in accordance with the following:
 - 1. Basis of Design Products: Basis of Design Products are those products around which the project was designed in terms of capacity, performance, physical size and quality. Basis of Design Products shall be provided unless substitutions are made in accordance with this specification.
 - 2. Substitutions: Substitutions are product of manufacturers other than listed as Basis of Design. Substitutions shall meet each of the following requirements and shall be subject to prior approval. Submissions requesting prior approval shall be received by the engineer no less than ten (10) days prior to project bid date.
 - a. The product shall be manufactured by one of the acceptable manufacturers listed in the contract documents.
 - b. The product shall meet or exceed the requirements of the contract documents in terms of quality, performance, suitability, appearance and characteristics.
 - c. The contractor providing the substitution shall bear the total cost of all changes due to substitutions. These may include but are not limited to redesign costs and increased work by other contractors or the owner.
 - d. The Architect/Engineer shall be the sole judge of the suitability of the substitution items.
- C. Verify installation details and requirements for materials and equipment furnished by others and installed under this contract.

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system. Provide training in up to two separate sessions.
 - 1. Provide instructors experienced in operation and maintenance procedures.
 - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 - 3. Schedule training with Owner and Architect/Engineer with at least seven days' advance notice.

3.2 STARTING AND ADJUSTING

- A. Start and test all equipment and operating components to confirm proper operation. Test and adjust all systems to achieve designed capacity and performance.
- B. Provide three (3) copies of all test report to the Architect/Engineer for review prior to date of substantial completion.
- C. All equipment and systems discrepancies shall be corrected prior to final acceptance.

3.3 TEMPORARY POWER AND LIGHTING

- A. Electric Power Service: Provide temporary electric power from owners electric system without payment of use charges.
- B. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and construction equipment.
- C. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.

ELECTRICAL SUBMITTAL SCHEDULE

Section #	Section Name	Shop Drwgs	Product Data	Samples	Warranty	Other
260100	General Electrical Requirements	√	√			
260500	Basic Electrical Materials and Methods	√	√			
268100	Fire Alarm	√	√		√	

END OF SECTION 260100

SECTION 260500 - BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following basic electrical materials and methods and shall apply to all phases of the work specified, indicated on the drawings or required to provide for complete installation of electrical systems.

1. Conduits.
2. Building wire and connectors.
3. Supporting devices for electrical components.
4. Outlet boxes.
5. Electrical identification.
6. Electrical demolition.
7. Work in existing buildings.
8. Cutting and patching for electrical construction.
9. Fire Stopping.
10. Touchup painting.

1.3 MATERIAL QUALITY ASSURANCE

- A. Electrical components, devices, and accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

1.4 COORDINATION

- A. Coordinate chases, slots, inserts, sleeves, and openings with general construction work and arrange in building structure during progress of construction to facilitate the electrical installations that follow.
 1. Set inserts and sleeves in poured-in-place concrete, masonry work, and other structural components as they are constructed.
- B. Sequence, coordinate, and integrate installing of electrical materials and equipment with other trades.
- C. Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces.
- D. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.

- E. Where electrical identification markings and devices will be concealed by acoustical ceilings and similar finishes, coordinate installation of these items before ceiling installation.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Each contractor shall make provisions for delivery and safe storage of materials. Materials shall be delivered in a timely manner to expedite the work.
- B. Protect stored piping, supplies and equipment from cold, moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor, if stored inside.

PART 2 - PRODUCTS

2.1 CONDUITS

- A. Electrical metallic tubing (EMT): ANSI C80.3 and UL 797, zinc-coated steel with steel or die cast, set-screw or compression type fittings.
 - 1. Color coded exterior for system identification:
 - a. Fire Alarm – Red.
 - b. Power – Silver.
- B. Flexible metal conduit (FMC): UL 1, Zinc-coated steel.
- C. Intermediate metal conduit (IMC): ANSI C80.6 and UL 1242, zinc-coated steel, with threaded fittings.
- D. Liquidtight flexible metal conduit (LFMC): Flexible steel conduit with PVC jacket and complying with UL 360.
- E. Rigid nonmetallic conduit (RNC): NEMA TC 2 and UL 651, EPC-40 (schedule 40) PVC, with NEMA TC3 fittings.
- F. Installation location shall determine conduit type permitted.
 - 1. For indoor installations:
 - a. Exposed: EMT.
 - b. Concealed: EMT.
 - c. Connection to vibrating equipment: FMC; except in wet or damp locations, use LFMC.
 - d. Boxes and enclosures: NEMA 250, Type 1, unless otherwise indicated.
 - 2. Use the following conduits for outdoor installations:
 - a. Exposed: IMC.
 - b. Underground: RNC.
 - c. Boxes and enclosures: NEMA 250, Type 3R or Type 4.
 - 3. At motors:
 - a. Connect motors and equipment subject to vibration, noise transmission, or movement with FMC of 72-inch maximum length.

- b. Damp locations: LFMC.
- G. Conduit fittings: Specifically designed for the conduit type with which used. Comply with NEMA FB 1 and UL 514B.

2.2 CONDUCTORS

- A. Conductors and conductor insulation: Comply with NEMA WC 70.
- B. Conductors, No. 10 AWG and Smaller: Solid or stranded copper.
- C. Conductors, larger than No. 10 AWG: Stranded copper.
- D. Insulation: thermoplastic, rated at 75 deg C minimum.
 - 1. Feeders: Type THHN/THWN insulated conductors in conduit.
 - 2. Underground Feeders and Branch Circuits: Type THWN in conduit.
 - 3. Branch Circuits: Type THHN/THWN insulated conductors in conduit.
 - 4. Circuits over 100 feet from GFCI devices and all circuits from line isolation panels: Low-leakage XHHW in conduit.
- E. Wire connectors and splices: Units of size, ampacity rating, material, type, and class suitable for service indicated.
- F. Unless otherwise indicated on the drawings, circuits are to be 20 amps with #12 AWG wire.
- G. A green ground shall be installed with all branch and feeder circuits. Unless otherwise indicated on the drawings, ground wires are to be #12 AWG.
- H. Provide a dedicated neutral conductor for each 120V and 277V branch circuit unless otherwise indicated on drawings.

2.3 SUPPORTING DEVICES

- A. Material: Cold-formed steel, with corrosion-resistant coating acceptable to authorities having jurisdiction.
- B. Metal items for use outdoors or in damp locations: Hot-dip galvanized steel.
- C. Slotted-steel channel supports: Flange edges turned toward web, and 9/16-inch- diameter slotted holes at a maximum of 2 inches o.c., in webs.
- D. Conduit and cable supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring-steel clamps or click-type hangers.
 - 1. In general, use the following support methods for outdoor conduit installations:
 - a. Individual exposed conduit: 1" and smaller; 2 hole straps.
 - b. Individual exposed conduit: 1-1/4" and larger; Minerallac.
 - c. Paired individual exposed conduit: Minerallac.
 - d. Rack exposed conduit: Unistrut with strut straps.
 - e. Concealed in concrete pour: Approved iron tie wire.

2. In general, use the following support methods for indoor conduit installations:
 - a. Individual exposed conduit: 1" and smaller; 2 hole straps.
 - b. Individual exposed conduit: 1-1/4" and larger; Minerallac.
 - c. Individual lighting and power above lay-in ceilings: Dedicated ceiling wire with Caddy clips.
 - d. Racked exposed or concealed conduit: Unistrut with strut straps.
- E. Pipe sleeves: ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.
- F. Expansion anchors: Carbon-steel wedge or sleeve type.
- G. Toggle bolts: All-steel springhead type.
- H. Powder-driven threaded studs: Heat-treated steel.

2.4 BOXES

- A. Hollow wall and ceiling spaces: Outlet boxes for concealed applications shall be 4" square with single or multiple gang plaster ring in round or square configuration to match the device or fixture being installed. Depth of ring shall be selected so that face of ring is recessed back from face of finished surface by approximately 1/8".
- B. Masonry walls: Outlet boxes in masonry walls shall be 4" square with single or multiple gang masonry rings with square edges. Masonry boxes may also be used where 4" square boxes are impractical. Slush boxes in place to prevent movement within walls. **Flush mounted boxes and conduit are to be used unless otherwise indicated.**
- C. Exposed exterior boxes: Where exposed boxes are required, they shall be the cast type with threaded hubs and gasketed covers. **Use of these boxes is by approval only. Flush mounted boxes and conduit are to be used unless otherwise indicated.**
- D. Interior junction boxes: Interior junction boxes shall be 4" square minimum with knock outs as required. Larger boxes may be required and shall be sized per NEC. Provide a flat steel coverplate.
- E. Specialty junction boxes larger than 4 11/16": Junction and pull boxes shall be sized per NEC and arranged to facilitate pulling or splicing. Boxes shall be steel without knock outs, with hinged or screw on cover plates.

2.5 ELECTRICAL IDENTIFICATION

- A. Underground warning tape: Permanent, bright-colored, continuous-printed, vinyl tape with the following features:
 1. Not less than 6 inches wide by 4 mils thick.
 2. Compounded for permanent direct-burial service.
 3. Embedded continuous metallic strip or core.
 4. Printed legend that indicates type of underground line.
- B. Tape markers for wire: Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.

- C. Engraved-plastic labels, signs, and instruction plates: Engraving stock, melamine plastic laminate punched or drilled for mechanical fasteners 1/16-inch minimum thickness for signs up to 20 sq. in. and 1/8-inch minimum thickness for larger sizes. Engraved legend in black letters on white background.

2.6 ACCESS DOORS

- A. Prime coated 14 gauge steel, flush, with screw driver operated cam lock. Frame to accommodate construction type; size as indicated.

PART 3 - EXECUTION

3.1 ELECTRICAL EQUIPMENT INSTALLATION

- A. Quality of workmanship: A neat and workmanlike installation shall be provided as defined in the National Electrical Installation Standards (NEIS) established by the National Electrical Contractors Association (NECA). NEIS standards shall be followed for all work including that which is concealed by construction.
- B. Neatness and craftsmanship shall be a priority. Installations shall be subject to regular observations performed by the Engineer or the Engineer's Representative. If an installation is deemed unsatisfactory by the Engineer or the Engineer's Representative due to quality of workmanship, code conflicts or deviations from the Construction Drawings or Specifications, the Contractor shall remedy the installation to the satisfaction of the Engineer.
- C. Inspect installed components for damage and faulty work, including the following:
 - 1. Conduits.
 - 2. Building wire and connectors.
 - 3. Supporting devices for electrical components.
 - 4. Electrical identification.
 - 5. Concrete bases.
 - 6. Cutting and patching for electrical construction.
 - 7. Touchup painting.
- D. Headroom maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide the maximum possible headroom.
- E. Materials and components: Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.
- F. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.
- G. Right of way: Give to conduits and piping systems installed at a required slope.

3.2 CONDUIT AND CABLE INSTALLATION

- A. Conceal conduit and cables, unless otherwise indicated, within finished walls, ceilings, and floors.
- B. Install conduit and cables at least 6 inches away from parallel runs of flues or hot-water pipes. Locate horizontal conduit runs above water piping.

- C. Use temporary conduit caps to prevent foreign matter from entering.
- D. Make conduit bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.
- E. Use conduit and cable fittings compatible with conduit and cables and suitable for use and location.
- F. Conduits may be installed embedded in concrete under the following conditions:
 - 1. Contractor shall receive approval from a structural engineer if conduit is to be located in structural concrete.
 - 2. Leave at least 2-inch concrete cover.
 - 3. Do not displace more than 1/3 of the concrete thickness of the slab. For example, if the slab thickness is 3", maximum conduit size is to be 1" OD.
 - 4. Secure conduit to reinforcing rods to prevent sagging or shifting during concrete placement.
 - 5. Where multiple conduits are run in an area, space conduit laterally to prevent voids in concrete. Fan out conduit runs for a minimum spacing of no less than 3 times the diameter of the larger conduit in a group. Do not place conduits within 12" of supporting beams, walls and columns.
 - 6. Install conduit larger than 1-inch trade size parallel to or at right angles to main reinforcement. Where conduit is at right angles to reinforcement, place conduit close to slab support.
 - 7. Where floor finish is to be exposed concrete, avoid excessive underfloor conduits and maximize cover over conduits to avoid floor cracking.
 - 8. Transition from nonmetallic tubing to Schedule 80 nonmetallic conduit, rigid steel conduit, or IMC before rising above floor.
- G. Make bends in exposed parallel or banked runs from same centerline to make bends parallel. Use factory elbows where elbows can be installed parallel; otherwise, provide field bends for exposed parallel conduits.
- H. Install pull wires in empty conduits. Use No. 14 AWG zinc-coated steel or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of the pull wire.
- I. Install interior telephone and signal system conduits in maximum lengths of 150 feet and with a maximum of two 90-degree bends or equivalent. Separate lengths with pull or junction boxes where necessary to comply with these requirements, in addition to requirements above.
- J. Install exterior telephone and signal system conduits in maximum lengths of 500 feet and with a minimal number of 90-degree bends.
- K. Utilize sweep elbows for all telephone and signal system conduits 2" and larger.
- L. All conduits routed through unfinished spaces shall be routed as high as allowable to avoid future conflicts with build out.
- M. Route conduits parallel to building structural members in a neat and orderly manner.

3.3 CONDUIT SUPPORT INSTALLATION

- A. Install support devices to securely and permanently fasten and support electrical components.
- B. Install individual and multiple conduit hangers and riser clamps to support conduits. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.

- C. Size supports for multiple conduits so capacity can be increased by a 25 percent minimum in the future.
- D. Install 1/4-inch diameter or larger threaded steel hanger rods, unless otherwise indicated.
- E. Simultaneously install vertical conductor supports with conductors.
- F. Separately support cast boxes that are threaded to conduits and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used, attach bar to conduits on opposite sides of the box and support the conduit with an approved fastener not more than 24 inches from the box.
- G. Install metal channel racks for mounting cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices unless components are mounted directly to structural elements of adequate strength. Use factory hardware for all connections and assemblies including 45 and 90 degree attachment hardware.
- H. Install sleeves for cable and conduit penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and conduit penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.
- I. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Perform fastening according to the following unless other fastening methods are indicated:
 - 1. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
 - 2. New concrete: Concrete inserts with machine screws and bolts.
 - 3. Light steel: Sheet-metal screws.
 - 4. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

3.4 WIRING INSTALLATION

- A. Install splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- B. Install wiring at outlets with at least 12 inches of slack conductor at each outlet.
- C. Connect outlet and component connections to wiring systems and to ground. Tighten electrical connectors and terminals, according to manufacturer's published torque-tightening values.

3.5 POSITION OF DEVICE OUTLETS

- A. Outlets shall be installed at the height indicated below unless otherwise noted. All heights of outlets are measured from finished floor to centerline of device. Heights may be adjusted as necessary to clear wall mounted cabinets, fin tube convectors, unit heaters, etc. Where installed in masonry walls, mounting heights may be adjusted to correspond to block coursing. In no case shall outlets be mounted below 15" or switches above 48":
 - 1. Fire alarm signals 82" or 6" below ceiling (whichever is lower).
 - 2. Fire alarm pull stations 48".

3.6 ELECTRICAL IDENTIFICATION

- A. Install at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Coordinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations indicated in the Contract Documents or required by codes and standards. Use consistent designations throughout Project.
- C. Self-Adhesive Identification Products: Clean surfaces before applying.
- D. Tag and label circuits designated to be extended in the future. Identify source and circuit numbers in each cabinet, pull and junction box, and outlet box. Color-coding may be used for voltage and phase identification.
- E. Install warning markers directly above power and communication lines during trench backfilling for underground power, control, signal, and communication lines. Locate marker 6 to 8 inches below finished grade unless required otherwise by NEC. Markers shall be continuous and detectable with a metal detector from above ground after backfilling. Provide one strip of marker for each 16 inches of width if multiple lines are installed in a common trench or concrete envelope.
- F. Color-code 208/120-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:
 - 1. Phase A: Black.
 - 2. Phase B: Red.
 - 3. Phase C: Blue.
 - 4. Neutral: White.
 - 5. Ground: Green.
- G. Color-code 480/277-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:
 - 1. Phase A: Brown
 - 2. Phase B: Orange
 - 3. Phase C: Yellow
 - 4. Neutral: White with a colored stripe or gray
 - 5. Ground: Green.

3.7 FIRESTOPPING

- A. Apply firestopping to cable and raceway penetrations of fire-rated floor and wall assemblies to achieve fire-resistance rating of the assembly and to resist passage of smoke and other gases. Products designed to achieve a fire or smoke resistance rating shall not be used in locations where such ratings are not required by AHJ. Coordinate location requirements with other disciplines and AHJ prior to installation.
 - 1. Limit air leakage to 5.0cfm per square foot tested in accordance with UL 1479.
 - 2. Materials labeled by a qualified testing agency acceptable to AHJ.
 - 3. Comply with manufacturer's written installation instructions and published drawings
 - 4. Identify penetration firestopping with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of firestopping edge so labels will be visible to anyone seeking to remove penetrating items or firestopping. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:

- a. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
 - b. Contractor's name, address, and phone number.
 - c. Designation of applicable testing and inspecting agency.
 - d. Date of installation.
 - e. Manufacturer's name.
 - f. Installer's name.
- B. All firestopping assemblies shall be from one manufacturer. Match manufacturer used by other trades or as directed by general contractor.
 - C. Where electrical outlets are to be installed in fire rated walls, provide FlameSafe FSP1077 putty pads or equal to maintain adequate fire rating.
 - D. Where lighting fixtures or other electrical devices are to be installed in fire rated ceilings, provide Tenmat Fire Rated Light Covers or equal to maintain adequate fire rating.

3.8 DEMOLITION

- A. Disconnect, demolish, and remove construction indicated in specifications and drawings.
- B. The Owner shall have first salvage rights to all fixtures, devices and equipment removed. Present removed materials to owner's representative. Materials not retained by owner's representative shall be removed from project site.
- C. If equipment to remain is damaged or disturbed, remove damaged portions and install new products of equal capacity and quality.
- D. Remove, store, clean, reinstall, reconnect, and make operational equipment indicated for relocation.
- E. Power and fire alarm coverage to existing areas not being remodeled shall be maintained at all times except for short term outages necessary for reconnection of existing circuits. Coordinate and schedule outages with owner.
- F. Coordinate demolition with the work of other trades. Provide temporary power as required to allow the work of other trades to proceed or as required to allow the owner to occupy the space.
- G. See architectural plans to determine project phasing requirements. Electrical circuits serving areas not under construction shall remain active until those areas are turned over to the contractor for construction.
- H. Work abandoned in place: Cut and remove underground conduit a minimum of 2 inches beyond face of adjacent construction. Cap and patch surface to match existing finish.

3.9 WORK IN EXISTING BUILDINGS

- A. Full Owner Occupancy: The Owner will occupy the site and existing building during the construction period. Cooperate with the Owner to minimize conflicts with the Owner's operations.
- B. Schedule all work in advance with the owner. Do not proceed with work without the Owner's written approval.
- C. Notify Owner of noisy operations and schedule in advance.

- D. The Owner shall have the right to direct work to secure safe and proper progress and quality of work.
- E. Do not interrupt utilities without Owner's written approval of time and duration. Interruptions shall be the minimum required for completion of work and performed during the hours of 10:00 PM-6:00 AM Monday through Friday or 6:00 PM Saturday through 6:00 AM Monday.
- F. Do not perform noise or vibration generating work without Owner's written approval of time and duration. Noise and vibration generating work shall be the minimum required for completion of work and performed during the hours of 10:00 PM-6:00 AM Monday through Friday or 6:00 PM Saturday through 6:00 AM Monday to the extent required by Owner.**
- G. The existing fire alarm system shall remain functional throughout the project. The Owner and the Fire Marshall shall approve required outages.
- H. The Owner shall be notified before starting welding or cutting. Fire extinguishers shall be immediately accessible when welding or cutting with an open flame or arc. Welding or cutting with an open flame or arc shall be stopped not less than one hour before leaving the premises.
- I. Existing electrical items that interfere with the proper installation new work shall be removed or relocated as required or as directed by the Architect/Engineer.
- J. Maintain downstream circuit continuity to equipment to remain active.
- K. Where breakers are indicated to be installed in existing panelboards, remove panel covers and verify all connection details prior to ordering of breakers. Provide all required hardware for installation of breakers in existing panels.

3.10 CUTTING AND PATCHING

- A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces necessary for electrical installations. Perform cutting by skilled mechanics of trades involved.
- B. Repair cut surfaces to match adjacent surfaces.

3.11 CONSTRUCTION LAYOUT

- A. Layout work in advance of installation using data and measurements from the site, the appropriate architectural and structural drawings and shop drawings.
- B. Confirm adequate clearance for installation, operation, maintenance and code required clearance including items installed by other contractors.
- C. If layout to provide clearance is not possible, promptly notify Architect/Engineer for clarification.

3.12 DATA AND MEASUREMENTS

- A. The data given herein and on the drawings is as accurate as could be secured. The existence and location of construction as indicated is not guaranteed. Before beginning work investigate and verify the existence and location of items affecting work. Obtain exact locations, measurements, levels, etc., at the site and adapt work to actual conditions.

- B. Only site measurements may be utilized in calculations. Mechanical and electrical drawings are diagrammatic or schematic.

3.13 REFINISHING AND TOUCHUP PAINTING

- A. Refinish and touch up paint.
 - 1. Clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location.
 - 2. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.
 - 3. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 4. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.14 CLEANING AND PROTECTION

- A. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.
- B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

END OF SECTION 260500

SECTION 268100 – FIRE ALARM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes fire alarm systems with control panel, manual stations, detectors, signal equipment, controls, and devices.
- B. This Section includes fire alarm systems for the following:
 - 1. Renovation and extension of existing fire alarm systems.

1.3 DEFINITIONS

- A. FACP: Fire alarm control panel.
- B. LED: Light-emitting diode.
- C. Definitions in NFPA 72 apply to fire alarm terms used in this Section.

1.4 SYSTEM DESCRIPTION

- A. General: Noncoded, analog-addressable system; automatic sensitivity control of certain smoke detectors; and multiplexed signal transmission dedicated to fire alarm service only.
 - 1. **Migrate all Notifier components in courthouse/emergency communications area footprint to existing Gamewell FCI system. Segregate existing courthouse/emergency communications area Gamewell FCI fire alarm system from existing administration area footprint Notifier fire alarm system. Provide annunciators with alarm identification and silence functions Interface with existing to create one fire alarm system from common manufacturer with full system display and control from all annunciator locations.**

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings:
 - 1. Drawings: Prepare project specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed media. Delineate existing-to-remain components and new components.

2. Wiring Diagrams: Detail wiring and differentiate between manufacturer-installed and field-installed wiring. Include diagrams for equipment and for system with all terminals and interconnections identified.
- C. Operating Instructions: For mounting at the FACP.
- D. Submissions to Authorities Having Jurisdiction: Submit to authorities having jurisdiction. Include copies of annotated Contract Drawings as needed to depict component locations to facilitate review. Resubmit if required to make clarifications or revisions to obtain approval. On receipt of comments from authorities having jurisdiction, submit them to Engineer for review.
- E. Certificate of Completion: Comply with NFPA 72.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is an authorized representative of the FACP manufacturer for both installation and maintenance of units required for this Project.
- B. Manufacturer Qualifications: A firm experienced in manufacturing systems similar to those indicated for this Project and with a record of successful in-service performance.
- C. Source Limitations: Obtain fire alarm system components through one source from a single manufacturer.
- D. Compliance with Local Requirements: Comply with applicable building code, local ordinances and regulations, and requirements of authorities having jurisdiction.
- E. Comply with NFPA 72.

1.7 SEQUENCING AND SCHEDULING

- A. Existing Fire Alarm Equipment: Maintain full operation until new equipment has been tested and accepted. As new equipment is installed, label it "NOT IN SERVICE" until it is accepted. Remove labels from new equipment when put into service and label existing fire alarm equipment "NOT IN SERVICE" until removed from the building.
- B. Equipment Removal: After acceptance of the new fire alarm system, remove existing disconnected fire alarm equipment.
 1. Package operational fire alarm and detection equipment that has been removed and offer to Owner.
 2. Removed operation fire alarm equipment not accepted by owner shall be removed from site and legally disposed of.

1.8 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Lamps for Remote Indicating Lamp Units: Quantity equal to 10 percent of amount of new devices installed, but not less than 1 unit.
 2. Lamps for Strobe Units: Quantity equal to 10 percent of amount of new devices installed, but not less than 1 unit.

3. Smoke, Fire, and Flame Detectors: Quantity equal to 10 percent of amount of each type newly installed, but not less than 1 unit of each type.
4. Detector Bases: Quantity equal to 2 percent of amount of each type newly installed, but not less than 1 unit of each type.
5. Keys and Tools: One extra set for access to locked and tamperproofed components.
6. Audible and Visual Notification Appliances: One of each type newly installed.
7. Fuses: Two of each type installed in the system.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Notifier, existing NFW2-100 compatible (Administration building)
 2. Gamewell FCI, existing E3 Series compatible (Courthouse building)

2.2 FUNCTIONAL DESCRIPTION OF SYSTEM

- A. Noncoded, analog-addressable system; automatic sensitivity control of certain smoke detectors; and multiplexed signal transmission dedicated to fire alarm service only.
 1. **Existing systems modified to segregate one building system from the other, and convert courthouse building to system from one manufacturer. For maintenance and control of system, remote annunciators indicating alarm locations and providing acknowledge/stop controls added in select locations in buildings. Notification appliances in administration building (administration side of separating firewall) shall only be initiated by administration building initiation devices. Notification appliances in courthouse (courthouse side of separating firewall) shall only be initiated by courthouse initiation devices. The oldest of two Notifier brand systems that is located in courtroom areas shall be replaced completely.**

2.3 PERFORMANCE REQUIREMENTS

- A. Comply with NFPA 72.
- B. Fire alarm signal initiation shall be by one or more of the following devices:
 1. Match existing unless otherwise noted on drawings.
- C. Fire alarm signal shall initiate the following actions:
 1. Alarm notification appliances in shall operate continuously in building where initiating device triggering alarm is located.
 2. Identify alarm at the FACP and remote annunciators of both buildings.
 3. De-energize electromagnetic door holders in building where initiating device triggering alarm is located and at doors separating buildings.
 4. Transmit an alarm signal to the remote alarm receiving station.
 5. Perform all other control functions currently in place within the building where initiating device trigger alarm is located. Field verify existing control functions.
- D. Supervisory signal initiation shall be by one or more of the following devices or actions:

1. Operation of a fire-protection system valve tamper.
- E. System trouble signal initiation shall be by one or more of the following devices or actions:
1. Open circuits, shorts and grounds of wiring for initiating device, signaling line, and notification-appliance circuits.
 2. Opening, tampering, or removal of alarm-initiating and supervisory signal-initiating devices.
 3. Loss of primary power at the FACP.
 4. Ground or a single break in FACP internal circuits.
 5. Abnormal ac voltage at the FACP.
 6. A break in standby battery circuitry.
 7. Failure of battery charging.
 8. Abnormal position of any switch at the FACP or annunciator.
 9. Fire-pump power failure, including a dead-phase or phase-reversal condition.
 10. Low-air-pressure switch operation on a dry-pipe or preaction sprinkler system.
- F. System Trouble and Supervisory Signal Actions: Annunciate at the FACP and remote annunciators. Record the event.
- G. Elevator Controls: Existing functionality shall remain.
- ## 2.4 MANUAL PULL STATIONS
- A. Description: Fabricated of metal or plastic, and finished in red or brushed aluminum with molded operating instructions of contrasting color.
1. Single-action mechanism initiates an alarm. With integral addressable module, arranged to communicate manual-station status (normal, alarm, or trouble) to the FACP.
 2. Station Reset: Key or wrench operated.
- ## 2.5 SMOKE DETECTORS
- A. General Description:
1. UL 268 listed, operating at 24-V dc, nominal.
 2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to the FACP.
 3. Plug-in Arrangement: Detector and associated electronic components shall be mounted in a plug-in module that connects to a fixed base. Provide terminals in the fixed base for connection of building wiring.
 4. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
 5. Integral Visual-Indicating Light: LED type. Indicating detector has operated status.
 6. Remote Control: Unless otherwise indicated, detectors shall be analog-addressable type, individually monitored at the FACP for calibration, sensitivity, and alarm condition, and individually adjustable for sensitivity from the FACP.
 - a. Rate-of-rise temperature characteristic shall be selectable at the FACP for 15 or 20 deg F per minute.
 - b. Fixed-temperature sensing shall be independent of rate-of-rise sensing and shall be settable at the FACP to operate at 135 or 155 deg F.
 - c. Provide multiple levels of detection sensitivity for each sensor.

B. Photoelectric Smoke Detectors:

1. Detector style: Low Profile.
2. Sensor: LED or infrared light source with matching silicon-cell receiver.
3. Detector Sensitivity: Between 2.5 and 3.5 percent/foot smoke obscuration when tested according to UL 268A.

C. Duct Smoke Detectors:

1. Photoelectric Smoke Detectors:
 - a. Sensor: LED or infrared light source with matching silicon-cell receiver.
 - b. Detector Sensitivity: Between 2.5 and 3.5 percent/foot smoke obscuration when tested according to UL 268A.
2. UL 268A listed, operating at 24-V dc, nominal.
3. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to the FACP.
4. Plug-in Arrangement: Detector and associated electronic components shall be mounted in a plug-in module that connects to a fixed base. The fixed base shall be designed for mounting directly to the air duct. Provide terminals in the fixed base for connection to building wiring.
5. Self-Restoring: Detectors shall not require resetting or readjustment after actuation to restore them to normal operation.
6. Integral Visual-Indicating Light: LED type. Indicating detector has operated status. Provide remote status and alarm indicator and test station where required for visibility of status.
7. Remote Control: Unless otherwise indicated, detectors shall be analog-addressable type, individually monitored at the FACP for calibration, sensitivity, and alarm condition, and individually adjustable for sensitivity from the FACP.
8. Each sensor shall have multiple levels of detection sensitivity.
9. Sampling Tubes: Design and dimensions as recommended by manufacturer for the specific duct size, air velocity, and installation conditions where applied. Existing devices shall be allowed to remain as installed unless operational issues exist.
10. Relay Fan Shutdown: Rated to interrupt fan motor-control circuit.

2.6 OTHER DETECTORS

- A. Heat Detector, Combination Type: Actuated by either a fixed temperature of 135 deg F or rate of rise of temperature that exceeds 15 deg F per minute, unless otherwise indicated.
1. Mounting: Low profile plug-in base, interchangeable with smoke detector bases.
 2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to the FACP.

2.7 NOTIFICATION APPLIANCES

- A. Description: Equip for mounting as indicated and have screw terminals for system connections.
1. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly.
 2. All alarm devices shall be semi-flush mounted unless otherwise indicated.
- B. Horns: Electric-vibrating-polarized type, 24-V dc; with provision for housing the operating mechanism behind a grille. Horns produce a sound-pressure level of 90 dB, measured 10 feet from the horn.

- C. Visible Alarm Devices: Synchronized Xenon strobe lights listed under UL 1971 with clear or nominal white polycarbonate lens. Mount lens on an aluminum faceplate. The word "FIRE" is engraved in minimum 1-inch- high letters on the lens.
 - 1. Rated Light Output: Per NFPA.

2.8 MAGNETIC DOOR HOLDERS

- A. Description: Units are equipped for wall or floor mounting as indicated and are complete with matching door plate.
 - 1. Electromagnet: Requires no more than 3 W to develop holding force.
 - 2. Wall-Mounted Units: Flush mounted, unless otherwise indicated.
 - 3. Rating: 24-VDC served from fire alarm power supply.
 - 4. Relay: Furnish one relay (or detector auxiliary contacts) per door or pair of doors and interrupt power to holder and operate doors **only** from alarm condition of detectors on either side of door (s).
- B. Material and Finish: Match door hardware.
- C. Door holders which are indicated to be integral with a door closer shall be furnished by the General Contractor. All wiring of door holders shall be furnished by the Electrical Contractor. Door holders shall be normally energized at 24VDC from fire alarm power supply.

2.9 CENTRAL FACP

- A. General Description:
 - 1. Modular, power-limited design with electronic modules, UL 864 listed.
 - 2. Addressable initiation devices that communicate device identity and status.
 - a. Smoke sensors shall additionally communicate sensitivity setting and allow for adjustment of sensitivity at the FACP.
 - b. Temperature sensors shall additionally test for and communicate the sensitivity range of the device.
 - 3. Addressable control circuits for operation of mechanical equipment.
- B. Alphanumeric Display and System Controls: Arranged for interface between human operator at the FACP and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.
 - 1. Annunciator and Display: Liquid-crystal type.
 - 2. Keypad: Arranged to permit entry and execution of programming, display, and control commands; **and to indicate control commands to be entered into the system for control of smoke-detector sensitivity and other parameters.**
- C. Circuits:
 - 1. Signaling Line Circuits: NFPA 72, Class B, Style 4.
 - a. Furnish system with a minimum of 10% spare device capacity.

2. Notification-Appliance Circuits: NFPA 72, Class B.
 3. Actuation of alarm notification appliances shall occur within 10 seconds after the activation of an initiating device.
- D. Smoke-Alarm Verification:
1. Initiate audible and visible indication of an "alarm verification" signal at the FACP.
 2. Activate a listed and approved "alarm verification" sequence at the FACP and the detector.
 3. Record events by the system printer.
 4. Sound general alarm if the alarm is verified.
 5. Cancel FACP indication and system reset if the alarm is not verified.
- E. Notification-Appliance Circuit: Operation shall sound in a temporal pattern, complying with ANSI S3.41.
- F. Elevator Controls: Heat detector operation shuts down elevator power by operating a shunt trip in a circuit breaker feeding the elevator.
1. A field-mounted relay actuated by the fire detector or the FACP closes the shunt trip circuit and operates building notification appliances and annunciator.
- G. Fire-pump power failure, including a dead-phase or phase-reversal condition, initiates the following:
1. A supervisory, audible, and visible "fire-pump power failure" signal indication at the FACP and the annunciator(s).
 2. Transmission of trouble signal to remote alarm receiving station.
- H. Power Supply for Supervision Equipment: Supply for audible and visual equipment for supervision of the ac power shall be from a dedicated dc power supply, and power for the dc component shall be from the ac supply.
- I. Alarm Silencing, Trouble, and Supervisory Alarm Reset: Manual reset at the FACP and remote annunciators, after initiating devices are restored to normal.
1. Silencing-switch operation halts alarm operation of notification appliances and activates an "alarm silence" light. Display of identity of the alarm zone or device is retained.
 2. Subsequent alarm signals from other devices or zones reactivate notification appliances until silencing switch is operated again.
 3. When alarm-initiating devices return to normal and system reset switch is operated, notification appliances operate again until alarm silence switch is reset.
- J. Walk Test: A test mode to allow one person to test alarm and supervisory features of initiating devices. Enabling of this mode shall require the entry of a password. The FACP and annunciators shall display a test indication while the test is underway. If testing ceases while in walk-test mode, after a preset delay, the system shall automatically return to normal.
- K. Remote Smoke-Detector Sensitivity Adjustment: Controls shall select specific addressable smoke detectors for adjustment, display their current status and sensitivity settings, and control of changes in those settings. Allow controls to be used to program repetitive, time-scheduled, and automated changes in sensitivity of specific detector groups. Record sensitivity adjustments and sensitivity-adjustment schedule changes in system memory, and make a print-out of the final adjusted values on the system printer.

- L. Transmission to Remote Alarm Receiving Station: Automatically transmit alarm, trouble, and supervisory signals to a remote alarm station through a digital alarm communicator transmitter and telephone lines.
- M. Primary Power: 24-V dc obtained from 120-V ac service and a power-supply module. Initiating devices, notification appliances, signaling lines, trouble signal, supervisory and digital alarm communicator transmitter shall be powered by the 24-V dc source.
 - 1. The alarm current draw of the entire fire alarm system shall not exceed 80 percent of the power-supply module rating.
 - 2. Power supply shall have a dedicated fused safety switch for this connection at the service entrance equipment. Paint the switch box red and identify it with "FIRE ALARM SYSTEM POWER."
- N. Secondary Power: 24-V dc supply system with batteries and automatic battery charger and an automatic transfer switch.
 - 1. Batteries: Sealed lead calcium.
 - 2. Battery and Charger Capacity: Comply with NFPA 72.
- O. Instructions: Computer printout or typewritten instruction card mounted behind a plastic or glass cover in a stainless-steel or aluminum frame. Include interpretation and describe appropriate response for displays and signals. Briefly describe the functional operation of the system under normal, alarm, and trouble conditions.
- P. Provide alterations to existing Control Panel for intended modifications.**

2.10 REMOTE EMERGENCY POWER SUPPLY (WHERE APPLICABLE)

- A. General: Components include recombinant lead calcium battery; charger; and an automatic transfer switch.
 - 1. Batteries: Sealed lead calcium.
 - 2. Battery and Charger Capacity: Comply with NFPA 72.
- B. Integral Automatic Transfer Switch: Transfers the load to the battery without loss of signals or status indications when normal power fails.

2.11 ADDRESSABLE INTERFACE DEVICE

- A. Description: Microelectronic monitor module listed for use in providing a system address for listed alarm-initiating devices for wired applications with normally open contacts.
- B. Integral Relay: Capable of providing a direct signal to the elevator controller to initiate elevator recall to a circuit-breaker shunt trip for power shutdown, open smoke damper control circuits, open magnetic door holder circuits, etc.

2.12 DIGITAL ALARM COMMUNICATOR TRANSMITTER

- A. **Listed and labeled under UL 864 and NFPA 72.**
- B. **Functional Performance: Unit receives an alarm, supervisory, or trouble signal from the FACP panel, and automatically captures one or two telephone lines and dials a preset number for a**

remote central station. When contact is made with the central station(s), the signal is transmitted. The unit supervises up to two telephone lines. Where supervising two lines, if service on either line is interrupted for longer than 45 seconds, the unit initiates a local trouble signal and transmits a signal indicating loss of telephone line to the remote alarm receiving station over the remaining line. When telephone service is restored, unit automatically reports that event to the central station. If service is lost on both telephone lines, the local trouble signal is initiated.

- C. **Secondary Power: Integral rechargeable battery and automatic charger. Battery capacity is adequate to comply with NFPA 72 requirements.**
- D. **Self Test: Conducted automatically every 24 hours with report transmitted to central station.**

2.13 REMOTE ANNUNCIATOR

- A. Description: Duplicate annunciator functions of the FACP for alarm, supervisory, and trouble indications.
 - 1. Mounting: Flush cabinet, NEMA 250, Class 1.
- B. Display Type and Functional Performance:
 - 1. Alpha Numeric display for each device, same as the FACP.
 - 2. **Keyed controls shall permit acknowledging, silencing, resetting, and testing functions, same as the FACP.**

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION

- A. Connect the FACP with a disconnect switch or breaker with breaker lock.
- B. Mount FACP and annunciators with top of cabinets not more than 72" above the finished floor.
- C. Manual Pull Stations: Mount semi-flush in recessed back boxes.
- D. Water-Flow Detectors and Valve Supervisory Switches: Connect for each sprinkler valve station required to be supervised.
- E. Ceiling Mounted Fire Alarm Devices in Accessible Ceilings: Use flexible metal conduit whip from EMT conduit to ceiling tile to facilitate device relocation in the future and allow device to mount flush to ceiling tile.
- F. Ceiling-Mounted Smoke Detectors: Not less than 4 inches from a sidewall to the near edge.
- G. Smoke Detectors near Air Registers: Install no closer than 60 inches.
- H. Heat Detectors in Elevator Shafts: Coordinate temperature rating and location with sprinkler rating and location.
- I. Maintain exterior horn operation.
- J. Maintain fire sprinkler PIV valve monitoring.

- K. Audible Alarm-Indicating Devices: Install not less than 6 inches below the ceiling. Install on flush-mounted back boxes with the device-operating mechanism concealed behind a grille. Combine audible and visible alarms at the same location into a single unit.

3.2 INTERCONNECTION TO OTHER SYSTEMS

- A. **Maintain existing functionality.**

3.3 WIRING INSTALLATION

- A. Wiring within Enclosures: Separate power-limited and non-power-limited conductors as recommended by the manufacturer. Install conductors parallel with or at right angles to sides and back of the enclosure. Bundle, lace, and train conductors to terminal points with no excess. Connect conductors that are terminated, spliced, or interrupted in any enclosure associated with the fire alarm system to terminal blocks. Mark each terminal according to the system's wiring diagrams. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.
- B. Cable Taps: Use numbered terminal strips in junction, pull and outlet boxes, cabinets, or equipment enclosures where circuit connections are made.
- C. Color-Coding: Color-code fire alarm conductors differently from the normal building power wiring. Use one color-code for alarm circuit wiring and a different color-code for supervisory circuits. Color-code audible alarm-indicating circuits differently from alarm-initiating circuits. Use different colors for visible alarm-indicating devices. Paint fire alarm system junction boxes and covers red.
- D. Free air wiring: It shall be acceptable to run fire alarm wiring concealed above ceilings. Provide conduit stub ups from wall-mounted devices to above accessible ceilings. Use conduit where wiring will be exposed such as in storage and mechanical rooms.

3.4 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals according to Division 26 Section "Basic Electrical Materials and Methods."
- B. Install instructions frame in a location visible from the FACP.
- C. Paint power-supply breaker red and lock. Label "FIRE ALARM."

3.5 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect field-assembled components and connections and to supervise pretesting, testing, and adjustment of the system. Report results in writing.
- B. Final Test Notice: Provide a minimum of 10 days' notice in writing when the system is ready for final acceptance testing.
- C. Minimum System Tests: Test the system according to procedures outlined in NFPA 72. Minimum required tests are as follows:
 - 1. Verify the absence of unwanted voltages between circuit conductors and ground.

2. Test all conductors for short circuits using an insulation-testing device.
3. With each circuit pair, short circuit at the far end of the circuit and measure the circuit resistance with an ohmmeter. Record the circuit resistance of each circuit on record drawings.
4. Verify that the control unit is in the normal condition as detailed in the manufacturer's operation and maintenance manual.
5. Test initiating and indicating circuits for proper signal transmission under open circuit conditions. One connection each should be opened at not less than 10 percent of initiating and indicating devices. Observe proper signal transmission according to class of wiring used.
6. Test each initiating and indicating device for alarm operation and proper response at the control unit. Test smoke detectors with actual products of combustion.
7. Test the system for all specified functions according to the approved operation and maintenance manual. Systematically initiate specified functional performance items at each station, including making all possible alarm and monitoring initiations and using all communications options. For each item, observe related performance at all devices required to be affected by the item under all system sequences. Observe indicating lights, displays, signal tones.
8. Test Both Primary and Secondary Power: Verify by test that the secondary power system is capable of operating the system for the period and in the manner specified.

- D. Retesting: Correct deficiencies indicated by tests and completely retest work affected by such deficiencies. Verify by the system test that the total system meets Specifications and complies with applicable standards.

3.6 CLEANING AND ADJUSTING

- A. Cleaning: Remove paint splatters and other spots, dirt, and debris. Touch up scratches and marred finish to match original finish. Clean unit internally using methods and materials recommended by manufacturer.

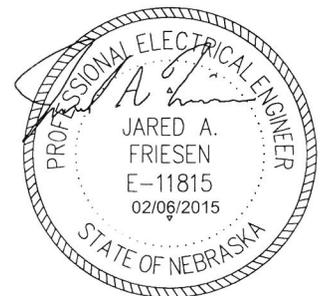
3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel as specified below:
1. Train Owner's maintenance personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, adjusting, and maintaining equipment and schedules. Provide a minimum of **4 hours'** training.
 2. Schedule training with Owner with at least seven days' advance notice.

3.8 ON-SITE ASSISTANCE

- A. Occupancy Adjustments: When requested within one year of date of Substantial Completion, provide on-site assistance in adjusting sound levels, controls, and sensitivities to suit actual occupied conditions. Provide up to two requested visits to Project site for this purpose.

END OF SECTION 268100



Beth Garber

From: Zoe Romaine <zoe.romaine@fireguardusa.com>
Sent: Wednesday, April 29, 2015 2:57 PM
To: Beth Garber
Subject: RE: Sarpy County Fire Alarm Bid

Beth,

As per our phone conversation please disregard the first bulleted section of the Proposal Clarifications shown on page 3 of our proposal. Evening/weekend time is included in our proposal for work that will be need to be performed after hours.

Thank you,
Zoe

From: Beth Garber [<mailto:bcunard@sarpy.com>]
Sent: Tuesday, April 28, 2015 1:29 PM
To: 'Zoe Romaine'
Subject: RE: Sarpy County Fire Alarm Bid

Thank you.

I will be in touch.

Beth Garber
Purchasing/Contract Administrator
Sarpy County Purchasing Department
1210 Golden Gate Drive
Papillion, NE 68046

(402) 593-4476

 *We now have a RSS feed. [Click here](#) to subscribe.*

From: Zoe Romaine [<mailto:zoe.romaine@fireguardusa.com>]
Sent: Tuesday, April 28, 2015 12:32 PM
To: Beth Garber
Subject: RE: Sarpy County Fire Alarm Bid

Yes.

From: Beth Garber [<mailto:bcunard@sarpy.com>]
Sent: Tuesday, April 28, 2015 12:25 PM
To: 'Zoe Romaine'
Subject: RE: Sarpy County Fire Alarm Bid

Will you accept it with the additional language as noted below?

“This agreement is controlling and not inclusive with agreement contained within bidder proposal.”

COMPANY NAME: FireGuard, Inc.

Sarpy County, Nebraska
Courthouse Fire Alarm Replacement Project
Bid Form

Lump Sum Base Bid: \$ 54,890.00

*Prices are to be F.O.B. - 1210 Golden Gate Drive, Papillion, NE 68046

PROJECTED START DATE: 6/1/2015

PROJECTED COMPLETION DATE: 9/1/2015

Company Information

Years in business: 19

of employees 38

Total sales last 3 years provided upon request

References

Company Name: Cushman + Wakefield

Address: One Conagra Dr. Omaha, NE 68103

Contact Name: Richard Colegrove Phone Number: 402.250.9914

Date of Purchase: 6/2013 Email: richard.colegrove@conagrafoods.com

Company Name: Kellogg

Address: 9601 F St. Omaha, NE 68127

Contact Name: Barry Ball Phone Number: 402.935.3204

Date of Purchase: 1/2013 Email: barry.ball@kellogg.com

Company Name: TD Ameritrade

Address: 200 S. 108th St.

Contact Name: James Mahoney Phone Number: 402.574.6503

Date of Purchase: 11/2008 Email: james.mahoney@tdameritrade.com

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 2
Addendum #2 _____

Attachments: Warranty Information

Fireguard, Inc.
Company Name

Zoe A. Pomaire
Company Representative (Please print)

[Signature]
Authorized Signature

402.898.2214
Telephone Number

4404 S. Fleet Cir.
Address

402.592.1999
Fax Number

Omaha, NE 68127
City, State & Zip

zoe.pomaire@fireguardusa.com
E-Mail Address

***NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**



Supplier of Fire Protection Products & Service

4404 South 76th Circle • Omaha, NE 68127

April 22, 2015

Owner: Sarpy County Courthouse
Papillion, NE 68046

Project: Sarpy County Courthouse Fire Alarm Replacement

FireGuard Warranty:

- The equipment manufacturer guarantees all fire alarm system equipment to be free from defects for a period of one year from date of final acceptance.
- Installation of all fire alarm system components and wiring shall be free from defects for a period of one year from date of final acceptance.

Warranty does not include batteries, or damage as a result of abuse, Act of God, or in the event product is not used for its intended purposes.

This warranty period will remain in effect as long as customer complies with NFPA testing procedures, intervals, and standard service agreement as provided by FireGuard.

Date of Acceptance: TBD

A handwritten signature in cursive script, appearing to read "Zoe Romaine".

Zoe Romaine
FireGuard, Inc.

www.fireguardusa.com

Phone: (402) 592-1999 • Fax: (402) 592-1599



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

April 22, 2015

Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive
Papillion, NE 68046
Phone Number: 402.593.2105
Email: clerk@sarpy.com

Reference: Sarpy County Courthouse Fire Alarm Replacement

FireGuard, Inc. is pleased to provide a proposal for the above referenced project; to include NICET Certified design, UL Listed Gamewell-FCI equipment, state licensed installation, customizable programming, and Nebraska State Fire Marshal checkout. Itemized equipment list as follows:

Table with 3 columns: Quantity, Model Number, and Description. Lists various fire alarm components such as Mother Board, LCD Keypad Display, Power Supply, Enclosures, Transponders, Sensors, Detectors, and Batteries.

This proposal is based on plans and specifications available at the time of bid, as well as, addendum 1.

The above can be purchased for..... \$ 56,890.00

Clarifications:

- 1.) Installation of raceway, wire and all new devices will be provided by licensed FireGuard, Inc. employees.
- 2.) 120 VAC power to the fire alarm control panel and/or NAC power supplies shall be provided by FireGuard.
- 3.) Submittal drawings and design to be provided by NICET Certified designer, and submitted to the Nebraska State Fire Marshal or his approved delegate.
- 4.) Sales and/or use tax is not included.
- 5.) This proposal does not include bid bond, performance bond, or payment bond. Performance to be provided upon acceptance of this proposal.
- 6.) Proposal based on quantities listed; additional devices required will be reviewed for additional costs.
- 7.) See the proposal clarifications and terms and conditions on the pages that follow.

Should this proposal meet with your approval, please signify your acceptance in the space provided on page 4 and return one copy for our files and retain one copy for your records.

Should you have any questions or comments regarding this proposal, please do not hesitate in calling me.

Thank you.

Respectfully Submitted,



Zoe Romaine
Engineered Systems
FireGuard, Inc.

THIS PROPOSAL IS VALID FOR 30 DAYS FROM ABOVE DATE.

www.fireguardusa.com

Page 2 of 6

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

Proposal Clarifications:

- Above pricing provides for all work to be performed between the hours of 8:00 AM and 5:00 PM, Monday thru Friday, excluding holidays. Premium night, weekend, or holiday hours are not provided for, unless specifically outlined elsewhere in this document. If, during the course of the project, we are requested to work premium hours beyond those specified, such hours will be billable beyond this contract, at our standard T&M rates.
- It shall be the responsibility of the installing company or contractor, to verify that all field wiring is free of grounds and shorts, and that all of the limitations outlined by the manufacturer are met prior to our arrival on site. If a FireGuard representative has to troubleshoot wiring problems at the time of the start-up, such hours will be billable beyond this contract, at our standard T&M rates. Cable pulled by FireGuard will be excluded from this clause.
- The pricing provided reflects (1) single start-up trip and (1) single certification trip to the jobsite, unless otherwise stated. If it is required, for any reason, that the system be started up or certified in phases, the additional drive time, and other labor associated with those requirements will be billable beyond this contract, at our standard T&M rates.
- Information provided to FireGuard at the time of this estimate has been utilized in formulating our pricing, and changes to that information after the bid date may constitute a change order. For example, if the device quantities vary from what was originally dictated to us "verbally" or on the "Architectural / Engineering prints", the additional parts will be billable beyond this contract. The parts shown on this estimate reflect our interpretation of what needs to be provided, and additional parts will not be provided without re-imbursement. Changes to room names / numbers, room configurations, etc. may also constitute a change order if drawing and/or programming changes are required to be made, after initial plans have been completed.
- No accommodations have been made for FireGuard to provide "Magnetic Door Holders" on this project, unless specifically indicated on our material list above. It is recommended that the source of power for door holders be that of a 120 vac branch circuit. It will be the responsibility of others to install the door holders and their power source. FireGuard will provide an interface with the FACP via a relay that will be installed by whoever is installing the rest of the fire alarm system.
- If proposal requests that we add equipment to an existing system, FireGuard will bid based on information provided. If such information is inaccurate, and existing panel does not have capacity, or capabilities represented in the documentation, FireGuard will not be responsible for costs associated with panel replacement, and/or upgrade costs. Said equipment and associated labor would be billable beyond this contract, at our standard T&M rates.
- If proposal is for a design/build project, the base price includes only the parts and labor listed. If additional equipment or labor is required, it will be billable beyond this contract, at our standard T&M rates.
- Fire Alarm equipment not installed in compliance with the National Electric Code, the manufacturer's recommendations, and/or FireGuard drawings, will not be covered under warranty, and will result in failure of the system to be certified and accepted.
- This Fire Alarm system will need to be connected to a monitoring service to comply with code requirements. FireGuard can provide and administrate this monitoring thru a third party. Additionally, the owner is responsible to provide a dedicated primary phone line for this monitoring, at the Fire Alarm Control Panel. A secondary phone line is also required to be made available as a backup to the dedicated line. The secondary line is not required to be dedicated, and can be shared with a fax or other such equipment.
- The above proposal was based solely on the bid documents provided. Therefore, the base price only includes the parts and labor listed above. If additional parts or labor are required, they will be billable beyond this contract, at our standard T&M rates.
- Re-submittal drawings are not included in the above price. The above changes will be added to the as-built drawings at the end of the project.
- FireGuard invoices all of its projects on a milestone basis. Milestones include, but are not limited to the following: (Drawing Submittals, Equipment / Material Delivery, Installation Labor Based on Progress, Start-Up, & Final Certification)

After having thoroughly reviewed this proposal, I certify that I am authorized on behalf of my employer to purchase the above referenced system, at the pricing stated above. I have initialed all optional or alternate aspects of the contract that we wish to proceed with, and ask that FireGuard proceed with the execution of this project. Issuance of a purchase order /or signed proposal constitutes agreement to FireGuard's standard terms and conditions, provided below.

Signed

Company

Title

Dated

FIREGUARD, INC.

INSTALLATION OF EQUIPMENT TERMS AND CONDITIONS

1. **AGREEMENT.** This Agreement shall become effective upon the execution by Customer and acceptance and execution of this Agreement by a duly authorized representative of FireGuard, Inc., ("Company"), at FireGuard, Inc.'s home office in Omaha, NE. This Agreement is comprised of these Terms and Conditions, and the FireGuard, Inc.'s proposal set forth on the reverse ("Proposal") and other documents referred to in the Proposal, all of which are incorporated by reference. Collectively these terms and conditions and the Proposal are referred to as the Agreement.
2. **SALE OF SYSTEM AND RELATED EQUIPMENT.** FireGuard, Inc. shall sell to Customer and the Customer shall purchase from the FireGuard, Inc. the system and related equipment ("System") identified in the Proposal.
3. **INSTALLATION.** FireGuard, Inc. shall install or cause to be installed the System at Customer's location identified in the Proposal. FireGuard, Inc. shall install or cause to be installed the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only and customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, FireGuard, Inc. shall not be held responsible for any delays caused by unforeseen difficulties or unexpected conditions. If during the installation FireGuard, Inc. encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substance), FireGuard, Inc. shall be permitted to stop work immediately. FireGuard, Inc. shall contact the Customer so the Customer can instruct the FireGuard, Inc. as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. FireGuard, Inc. shall be paid for any additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the work requested by Customer in the absence of an appropriate writing signed and approved by the Customer and FireGuard, Inc..
4. **PRICE AND PAYMENT.** Customer agrees to pay FireGuard, Inc. the price for the System set forth on the Proposal. The price includes the related equipment and installation. The price is based upon the location and environment specifications which Customer provided to FireGuard, Inc. and upon the assumption that the site specifications are accurate and that, except as set forth in the Proposal, no alteration or modification of the location is required. If alteration, modification or rebuilding of the location is required, the price shall be increased to include the cost of additional labor. All charges shall be paid as set forth in the Proposal. All billed amounts more than thirty (30) days past the date of invoice shall incur interest at the rate of fifteen (15%) percent per annum or the maximum rate permitted by applicable law, whichever is less. If FireGuard, Inc. retains a collection agency, legal counsel or incurs any out-of-pocket expenses to collect overdue payments, all such collection costs shall be paid by Customer. FireGuard, Inc. shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of installation of the System, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
5. **APPROVAL AND PERMITS.** Customer shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.
6. **ACCESS TO SITE.** Customer agrees that FireGuard, Inc. shall have complete use of and unrestricted access to the installation site at all times during normal working hours for purposes of installation, inspection, testing and supervision. Customer represents and warrants that the site will be free of any gas including, without limitation, flammable, explosive or poisonous gases. Customer shall provide all necessary security, elevator, heat, lighting and electrical service for FireGuard, Inc. to complete the installation. Customer shall deliver to FireGuard, Inc. all records, sketches, drawings, photographs, prototypes, data or models and any and all other documentation and information in possession of Customer relating, directly or indirectly, to FireGuard, Inc.'s performance of the installation of the System at the site. FireGuard, Inc. shall be entitled to rely upon instructions or requests given by the Customer, its employees, agents or other representatives to FireGuard, Inc. and such instructions or requests shall be binding upon the Customer. The Customer shall cooperate fully with the FireGuard, Inc. in connection with FireGuard, Inc.'s performance of the installation and take any and all action reasonable requested by FireGuard, Inc..
7. **TAXES.** The price does not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the installation of the System. If Customer is tax exempt, then prior to executing this Agreement, Customer will provide FireGuard, Inc. with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale.
8. **GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to FireGuard, Inc. a security interest in the System to secure payment of the purchase price and grants to FireGuard, Inc. an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. FireGuard, Inc. shall have all of the rights of a secured creditor under the Uniform Commercial Code in Nebraska including the right to enter Customer's premises and to disable or remove the System and related equipment, or both.
9. **TERMINATION.** FireGuard, Inc. shall have the right to terminate this Agreement immediately or withhold performance of services pursuant to this Agreement in the event: Customer is delinquent in payment of any sums due under that Agreement; Customer files a petition in bankruptcy; Customer has a bankruptcy petition filed against it; or Customer is unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors. In the event this Agreement is terminated for any reason, the balance of the purchase price and all associated costs and charges required to be paid by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable.
10. **LOCATION ENVIRONMENT.** Customer will prepare and maintain the location in conformance with Company's site specifications as defined in the appropriate site preparation document. Customer shall furnish FireGuard, Inc. with surveys describing the physical characteristics, legal limitations and utility locations for the site.
11. **FORCE MAJEURE.** FireGuard, Inc. will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or any other cause beyond FireGuard, Inc.'s reasonable control.
12. **BREACH BY COMPANY.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against FireGuard, Inc. for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred under this Agreement by FireGuard, Inc., unless: (i) Customer notifies FireGuard, Inc. in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided company does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice; and (ii) such action at law or in equity is commenced by Customer within one (1) year from the finished date of the installation of the System.
13. **LIMITATION OF LIABILITY.**
 - a. FireGuard, Inc.'s obligation under this Agreement is to install the System in a workmanlike manner in compliance with applicable law and regulations.
 - b. FireGuard, Inc. shall have no liability for loss of anticipated profits, incidental, consequential or special damages and shall not be liable, for any reason, whether under this Agreement or otherwise, for any loss, cost, expense or damage suffered by customer or any other person, including, without limitation, cost, expense, loss or damage:
 - i. Resulting directly or indirectly, from the use or loss of use of the System;
 - ii. Such as personal injury and property damage;
 - iii. Such as any claim or demand against Customer by any third party.
 - c. If FireGuard, Inc. has any liability under this Agreement, it shall be to repair or replace a defective item, at FireGuard, Inc.'s discretion and in the event FireGuard, Inc. is unable or unwilling to repair or replace, Customer agrees that FireGuard, Inc.'s liability shall not exceed, under any circumstances, the amounts paid to FireGuard, Inc. by customer under this Agreement.
14. **NO WARRANTIES, EXCEPT AS EXPRESSLY STATED IN THE PROPOSAL. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SYSTEM. CUSTOMER WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, NOT EXPRESSLY CONTAINED IN THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, AND FIREGUARD, INC. EXPRESSLY WAIVES ALL SUCH IMPLIED WARRANTIES.**
15. **INDEMNIFICATION.** Customer indemnifies FireGuard, Inc., holds FireGuard, Inc. harmless, and agrees to defend FireGuard, Inc. from and against any and all lawsuits, proceedings (including, without limitation, civil, criminal, administrative and investigative proceedings, whether threatened, pending or completed), claims demands, losses, damages (including, without limitation, indirect, direct, special and consequential damages and insurance deductibles), actions, liabilities (including, without limitation, strict liability and joint and several liability) costs and expenses (including, without limitation, fines, penalties and the reasonable costs of arbitration, costs of appeal, and the reasonable attorneys' fees) (collectively referred to as "Damages" arising out of or relating to, directly or indirectly: a breach of the Agreement by Customer; or the action or inaction of FireGuard, Inc. in the performance of the installation of the System; provided that this provision shall not apply to Damages arising out of or relating to the gross negligence or willful misconduct of FireGuard, Inc., which is deemed by a court of competent jurisdiction to have materially and directly contributed to the Damages suffered by the FireGuard, Inc.; provided further that this provision shall only apply to the extent the FireGuard, Inc.'s insurance coverage does not cover the Damages. As used in this paragraph, the term "Company" shall include FireGuard, Inc.'s employees, agents, representatives, shareholders, officers, directors and subcontractors; at any level, and the subcontractors' representatives, agents, employees, shareholders, officers and directors. This provision shall survive completion of the work and the termination of the Agreement, for any reason.

16. **INSURANCE.** Customer represents and warrants to FireGuard, Inc. that it has adequate liability insurance coverage to cover the work to be performed under the Agreement and shall provide FireGuard, Inc. with evidence of such insurance upon request of FireGuard, Inc..
17. **SUBROGATION.** Each party waives rights of subrogation against the other party to the extent of their respective first party insurance coverages, for any and all losses suffered by either party, whether or not caused by the negligence of the Customer or FireGuard, Inc. or those for whom they are responsible; provided that this release shall be in force and effect only with respect to loss or damage occurring during the time each parties' insurance policies contain a clause to the effect that this release shall not affect said policies or the right of the insured to recover. Each party agrees that its first party insurance policies will contain a clause so long as the same is obtainable without extra costs, or if extra costs chargeable, so long as the other party pays such extra cost.
18. **MISCELLANEOUS.**
- This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement, understanding or order between the parties. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. The terms of this Agreement shall prevail over any terms in Customer's purchase order and different or new terms shall only be binding on FireGuard, Inc. if expressly accepted in writing by FireGuard, Inc.. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties.
 - This Agreement is made and entered into in the State of Nebraska and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Nebraska as if entirely performed in Nebraska and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with or alter FireGuard, Inc.'s rights and Customer's obligations under the Nebraska contractor and Subcontractor Payment act.
 - Customer consents to the exclusive jurisdiction and venue of the Douglas County Court of Nebraska with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail under the notice provision contained in subparagraph D of this paragraph 18.
 - All notices or other communications permitted or required to be given in writing under this Agreement shall be sent by certified mail, return receipt requested and directed to the address of FireGuard, Inc. or Customer shown below. Notice will be deemed to have been given upon the mailing of the notice.
 - This Agreement is not cancelable by Customer for any reason whatsoever.
19. **REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of FireGuard, Inc. upon default of Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in FireGuard, Inc.'s favor existing at law or in equity. FireGuard, Inc. may exercise all remedies, whether or not expressed successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.
20. **NO ASSIGNMENT.** This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of FireGuard, Inc., which consent may be withheld by FireGuard, Inc., in its sole discretion, for any reason or no reason.
21. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability, and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.
22. **COMMERCIAL TRANSACTION.** Customer acknowledges, agrees, represents and warrants that the transactions contemplated by this Agreement are commercial transactions and not for personal, household or family purposes.
23. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute one Agreement.
24. **HEADINGS.** Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.
25. **TOOLS.** Any special equipment, tools, dies, fixtures, or jigs produced or acquired by FireGuard, Inc. for the manufacture or installation of articles under this Agreement shall remain the property of FireGuard, Inc..
26. **USE OF DESIGNS AND DATA.** Any knowledge or information, including drawings and data, which FireGuard, Inc. shall have disclosed or may hereafter be FireGuard, Inc.'s confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information. FireGuard, Inc. does not grant to Customer any reproduction rights or any rights to use such information.
27. **ELECTRIC POWER CONNECTION.** When electric is required for System operation, Customer will provide a separately fused (120 Vac, 60 Hz, 20 Amp) primary power with ground within 6 feet of control panel location. To assure uninterrupted service, this power should come from the main electric distribution center.
28. **SERVICES NOT INCLUDED.**
- When a labor price is submitted, it is based on all work being performed during a five (5) day forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 5 p.m., Monday through Friday, except Company holidays.
 - Unless otherwise specifically provided in the Proposal, Customer agrees to do all necessary patching of masonry work; painting, carpentry work and the like.
 - Customer shall also provide a wiring, conduit and labor to connect the provided pressure switches to an equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.
 - Customer shall also provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc. upon actuation of any provided pressure release trip device. Unless specifically indicated in the Proposal, services do not include costs for any discharge or concentration tests required by approval authorities.
 - No provision to exhaust any discharged agent is included in this Proposal.
 - Should an employee of FireGuard, Inc. be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.
29. **MECHANICS' LIEN NOTICE.** Where FireGuard, Inc. is a subcontractor, the Customer acknowledges, agrees and personally accepts service of this Agreement on behalf of the owner of the real property at which the System is to be installed as FireGuard, Inc.'s preliminary notice of FireGuard, Inc.'s intention to file a Mechanic's Lien if and when FireGuard, Inc. is not paid. The subcontractor is the FireGuard, Inc., and the contractor is the Customer, and the amount claimed will be the balance due under this Agreement, and any amendments or change orders as of the date of filing a mechanics' lien claim. Customer agrees to promptly notify the owner of the premises on which work is to be performed of this Mechanics' Lien Notice.
30. **AGREEMENT MODIFICATION.** No terms or conditions, other than those stated herein, and no agreement or understanding in any way of modifying the terms and conditions herein stated, shall be binding upon FireGuard, Inc. or Customer unless made in writing and signed by FireGuard, Inc. and Customer.
31. **ELECTRONIC DOCUMENTS:** FireGuard, Inc. hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. FireGuard, Inc. may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the right and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

This Bid Packet is prepared for:

Sarpy County Courthouse
Fire Alarm Replacement

BY:



4404 S. 76th Cir.
Omaha, Nebraska 68127
Phone: (402) 592-1999
Fax: (402) 592-1599



CERTIFICATE OF LIABILITY INSURANCE

5/1/2015

DATE (MM/DD/YYYY)

4/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 1015 North 98th Street, Suite 101 Omaha NE 68114 402-970-6100	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER B : Employers Mutual Casualty Company</td> <td>21415</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Scottsdale Insurance Company	41297	INSURER B : Employers Mutual Casualty Company	21415	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED 1368911 FIREGUARD, INC. 4404 S. 76TH CIRCLE OMAHA, NE 68127														

COVERAGES FIRIN04 **CERTIFICATE NUMBER:** 12821583 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	N	N	BCS 0029988	5/1/2014	5/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	4E90034	5/1/2014	5/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	XLS0087883	5/1/2014	5/1/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4H90034	5/1/2014	5/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	INSTALLATION FLOATER	N	N	4C90034	5/1/2014	5/1/2015	LIMIT: \$75,000 DEDUCTIBLE: \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

12821583

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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by Honeywell

12 Clintonville Road
Northford, CT 06472

203-484-7161
Fax 203-484-7118

January 23, 2015

FireGuard, LLC
Attn: Travis De Goei
4404 South 76th Circle
Omaha, NE 68127

Dear Mr. De Goei:

This letter certifies that your company FireGuard, LLC located in Omaha, NE is an authorized Gamewell-FCI distributor, and is authorized to distribute and service all products listed below manufactured by Gamewell-FCI in the States of Nebraska and Iowa.

- ◆ NetSOLO Broadband Distributed Voice Evacuation Networking System
- ◆ NetSOLO Classic
- ◆ NetSOLO – 7100 Networking System
- ◆ 7100 Analog Addressable Control System
- ◆ E3
- ◆ E3 Classic
- ◆ E3 Broadband
- ◆ FocalPoint
- ◆ S3 Series
- ◆ IF600 Series (602,610,632,658)IF602 Network
- ◆ Available legacy product
- ◆ All other conventional control and control/communicator panels

Thank you for your interest in Gamewell-FCI. If I can be of further assistance or you have any additional questions, please contact me at (203) 484-6565.

Best Regards,

A handwritten signature in cursive script that reads "Michael C. Fischer".

Mike Fischer
Vice President, Sales
Gamewell-FCI



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

FireGuard, Inc.

4404 S. 76th Circle
Omaha, Nebraska 68127
Phone: 402-592-1999
Fax: 402-592-1599

Point of Contact: **Robert J. Sorensen**
President/CEO

List of References:

Douglas County Health Center

Jennifer Beisheim, RN, BSN
Director, Support Services
4102 Woolworth Ave.
Omaha, NE 68105
402-444-7324

TD Ameritrade

James Mahoney
Director, Corporate Risk Services
200 S. 108th Ave.
Omaha, NE 68154
402-574-6503

Cushman & Wakefield/NorthMarq

Richard Colegrove
Facility Manager ConAgra
One ConAgra Dr.
Omaha, NE 68102
402-250-9914

Buckeye Partners, L.P.

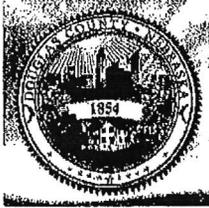
Todd Smith
Operations Manager
1315 N. Sterling Ave.
Sugar Creek, MO 64054
816-836-6011

Kellogg's

Barry Ball
Manager, Plant Safety & Health
9601 F St.
Omaha, NE 68127
402-935-3204

www.fireguardusa.com

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



James C. Tourville
 Administrator
jim.tourville@douglascounty-ne.gov

Douglas County Health Center

4102 Woolworth Avenue
 Omaha, NE 68105-1899
 Phone (402) 444-7000/Fax (402) 444-6287
dchc.douglascounty-ne.gov



Blaine Y. Roffman
 DCHC Medical Director
blaine.roffman@douglascounty-ne.gov

Brenda K. Keller, MD
 Short Term Rehabilitation Medical Director
Brenda.keller@douglascounty-ne.gov

Douglas County Health Center
 4102 Woolworth Ave.
 Omaha, NE 68105
 402.444.7324

January 22, 2014

Re: Letter of Recommendation

To Whom It May Concern,

It is my pleasure to write this letter of recommendation for FireGuard. FireGuard has provided services to the Douglas County Health Center since July 21, 2009. For the last two and a half years I personally have had the opportunity to work directly with Mr. Cliff McFalls and Mr. Randy Erikson. Both gentlemen and the FireGuard staff have been wonderful to work with; addressing all issues, concerns and/or deficiencies in a professional, timely manner. Following our last two annual Life Safety inspection they have immediately address any deficiencies; making sure that we met the required deadlines for compliance. All monthly, quarterly and annual preventive maintenance/inspections are done on time; completing all necessary documentation neatly and thoroughly. I have had no problems with communication either via email or telephone; their response time is quite appropriate.

It is without hesitation that I am recommending FireGuard to provide all of your fire protection services. We have not been disappointed with the services they provide and I have no doubt that you will be satisfied as well.

Sincerely,

Jennifer Beisheim, RN, BSN
 Director, Support Services

DOUGLAS COUNTY BOARD OF COMMISSIONERS/DOUGLAS COUNTY HEALTH CENTER BOARD OF TRUSTEES

Mary Ann Borgeson	Michael Boyle	Clare Duda
Marc Kraft	P.J. Morgan	Chris Rodgers
		Jim Cavanaugh

January 22, 2015

To Whom It May Concern,

FireGuard has been servicing our facilities' fire extinguishing equipment for 2 years. They conduct annual and semiannual inspections on our fire extinguishers, fire alarms, fire sprinkler, gas suppression and kitchen hood systems. FireGuard is quick to respond and is attentive to our needs. If you have any questions regarding the work FireGuard performs for Cushman Wakefield/ NorthMarq please feel free to contact me at 402-250-9914.


Richard Colegrove
Facility Manager
Cushman Wakefield/ NorthMarq

Kellogg's Omaha

Letter of Reference for FIREGUARD

January 22, 2015

To Whom It May Concern,

FIREGUARD has been servicing our plant portable fire extinguishing equipment for 2 years. They conduct both monthly and annual inspections and services. The FIREGUARD technicians are professional in both appearance and actions and the FIREGUARD management team keeps in contact with me for feedback on the quality of work performed. The technicians are meticulous in their approach to completing the agreed-upon services. I don't have to be concerned about any of our equipment going past the required service dates, so our first responders can remain confident the fire extinguishing equipment is fully serviced and reliable when they need it.

I would be pleased to share details of the great work FIREGUARD performs for Kellogg's. You are welcome to contact me directly on my cell phone at 402-510-3360.



Barry Ball - Manager, Plant Safety & Health

Kellogg's - Omaha Plant

9601 F Street

Omaha, NE 68127

T: 402.935.3204 | C: 402.510.3360 | F: 402.935.3133

barry.ball@kellogg.com



January 23, 2015

To whom It may concern,

I have been doing business with Bob Sorensen and Fireguard for twenty years. While I was associated with Commercial Federal Bank, Fireguard Installed and serviced the fire detection and suppression systems at all of the firm's corporate and branch locations.

When I moved to TD Ameritrade, we brought in Fireguard to not only service some of the fire systems, but they were also involved in the installation of some of the fire suppression systems at TD Ameritrade's new headquarters building in Omaha.

Bob and his Fireguard staff are very knowledgeable about fire detection and suppression systems and have been a valued service partner for both Commercial Federal Bank and TD Ameritrade.

Should you have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "James Mahoney".

James Mahoney
TD Ameritrade
Director, Corporate Risk Services
200 South 108th Avenue
Omaha, NE 68154
402-574-6503
james.mahoney@tdameritrade.com



1-23-15

Dear Rob,

Thank you for your continued professional service, maintenance and support of all life safety equipment at Buckeye Partners facilities. The fire suppression system upgrades you completed at our Des Moines and Sugar Creek facilities have increased the protection of our assets and updated the systems to be NFPA compliant. Your project design and installation teams were great to work with and made sure business disruption were minimal which as a critical infrastructure company is very important. Building Reports is an outstanding tool you provide which give clear and concise information about inspections, equipment test, etc. which Fire Department Inspectors appreciate having all the data in one location. Building reports also helps me budget for equipment tests and the replacement of aging equipment.

There are very few companies out there that are *First in Class*, but I believe **FireGuard** is. Not just because you know your industry, but because you truly care about the people that you serve.

My employees and I thank you for your quick, caring & professional service.

Todd W. Smith
Buckeye Partners LP
Operations Manager
Sugar Creek Asset Team
765-516-3404 Cell
816-836-6011 Office



BIO: Robert J. Sorensen

- Robert J. Sorensen presently serves as FireGuard's President and Chief Executive Officer. Since founding the company from scratch in 1996, the company has grown to nearly 40 employees serving various disciplines in the life safety field. Robert is very concerned that all the technicians are provided with the best possible training to keep FireGuard on the cutting edge.
- When not pursuing his lifelong love of the outdoors; hunting and fishing, Robert is learning to take more time with family. Bob's wife Lori and both sons Rob and John work in the business. Some would say that FireGuard is a family business, yes one big family, as he cares about all the employees as part of the extended FireGuard family.
- Robert's career in the field of fire protection spans nearly fifty years. Starting in the mid 60's with the "oldest" fire equipment company in Omaha at the time. Bob developed from an installer of small commercial cooking hood fire systems to selling, designing and installing some of the largest fire protections projects and in Nebraska and the surrounding five state area. Robert was even instrumental in some installations outside the United States.
- Robert currently serves on the board of directors of the National Association of Fire Equipment Distributors. He is also a member of the National Fire Protection Association, Great Plains Society of Fire Protection Engineers. Bob was selected by the mayor of Omaha to sit on the "Alarm Review Board" and work to assist in bettering nuisance alarm response for both police and fire.
- Over the 50 year career he has been recognized by receiving several achievement awards and sitting on multiple manufactures advisory boards. Again, all this was to educate and better the business of fire protection. FireGuard is a member in good standing by the Better Business Bureau. Please feel free to reach out to Bob at Robert.sorensen@fireguardusa.com.

Bob Sorensen

Robert J. Sorensen
President/CEO



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

BIO: Travis De Goei

Education

- University of Nebraska at Omaha Associates Degree in Fire Protection Technology
- University of Nebraska at Omaha Bachelors Degree of Industrial Systems

Skill Summary

- NICET III Certified in Fire Alarm Systems
- NICET I Certified in Special Hazards Suppression Systems
- Auto CAD and Auto CAD L.T.
- Estimation and Design Programs

Professional Profile

Travis De Goei has thirteen (13) years of experience in design and project management of Fire Protection Systems. He has been working with the countries leaders in Fire Protection Systems listed below. Please note that Travis has been factory trained through these companies.

- Ansul
- Gamewell-FCI
- Kidde – Fenwal
- Minimax



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

BIO: Andrew J. Kirsch

Skill Summary

- NICET IV Certified in Fire Alarm Systems
- NICET IV Special Hazards Suppression Systems
- AutoCAD and AutoCAD L.T.
- Estimation and Design Programs

Professional Profile

Andrew Kirsch has thirty (30) years of experience in design and project management of Fire Protection Systems. He has been working with the country's leaders in Fire Protection Systems listed below. Please note that Andy has been factory trained through these companies.

- Ansul
- Bosch
- EST
- Gamewell-FCI
- Fike
- Janus Fire Systems
- Kidde – Fenwal
- Minimax
- Notifier
- SAFE
- Securiplex
- Xtralis



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

BIO: Zoe A. Romaine

Skill Summary

- NICET III Certified in Fire Alarm Systems
- NICET I Special Hazards Suppression Systems.
- AutoCAD and AutoCAD L.T.
- Estimation and Design Programs

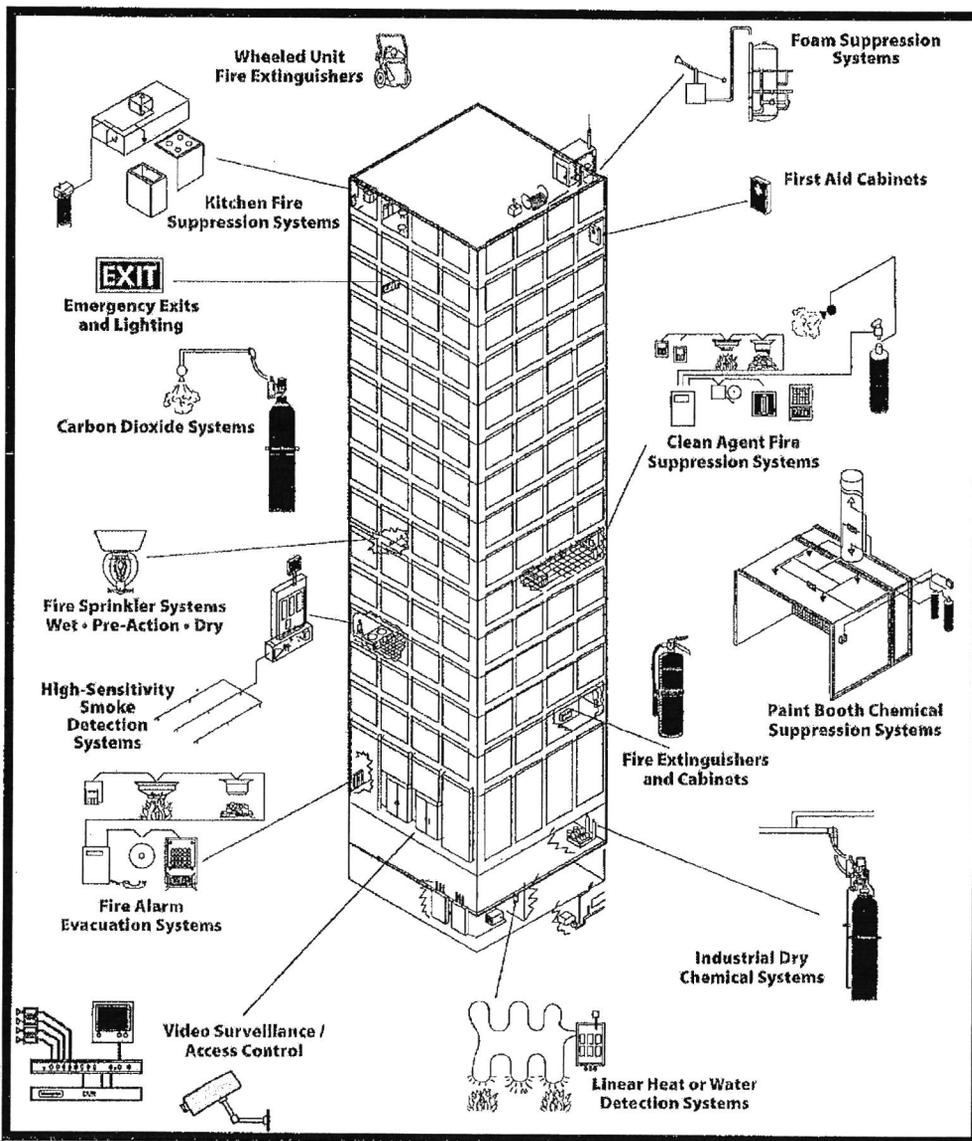
Professional Profile

Zoe Romaine has thirteen (13) years of experience in design and project management of Fire Protection Systems. She has been working with the country's leaders in Fire Protection Systems listed below. Please note that Zoe has been factory trained through these companies.

- Ansul
- Janus
- Kidde-Fenwal
- Notifier
- Xtralis
- SAFE
- Securiplex

Total Fire Protection

One Call. One Source. FireGuard eliminates the need to contact multiple companies by offering complete life safety solutions. We design, sell, install, inspect and service most types of fire protection and life safety equipment.



One Call. One Source.
402-592-1999 • www.fireguardusa.com

LIFE/SAFETY SYSTEMS

WHY CHOOSE FIREGUARD?

SINGLE SOURCE RELIABLE SERVICES

FireGuard provides a wide variety of fire protection and fire suppression services.

We Sell, Install, Inspect and Service:

Alarm Systems	Fire Extinguishers
Fire/Smoke Detection Systems	Range Hood Systems
Dry Chemical Systems	Clean Agent Systems
Foam Systems	Emergency Lighting Systems
Carbon Dioxide Systems	Closed Circuit TV Systems
Central Station Monitoring	

In addition, we inspect and service Fire Sprinkler and Backflow Systems

QUALITY COUNTS AT FIREGUARD

We are committed to the highest standards of quality in the products we sell, the services we provide and in our relationships with customers. We elect to represent only manufacturers of products that represent the highest quality in their class. Quality controls are an integral part of our operating procedures. We pay attention to the details that ensure that our services meet requirements and exceed specifications.

LICENSED, QUALIFIED, EXPERIENCED PERSONNEL

Effective systems start with quality products, but quality is ultimately determined by the capability of the people involved. This is a people business and our technicians are among the best at what they do. Our inspection, installation and service work is performed by licensed personnel with years of experience, who care about quality.

COMPLETE DESIGN CAPABILITIES

Our in-house designers will configure a system that meets all code requirements and your specifications, while providing performance and value.

VALUE ENGINEERING

FireGuard is committed to providing customers with the best value in the business. We believe that our responsibility extends beyond simply meeting minimum specifications and standards. We can help in the planning phase. Our extensive experience enables us to identify potential opportunities to reduce project costs and installation problems while providing reliability for our customers. In many cases we have added value to projects by suggesting changes that improved project costs and/or quality.

SPECIAL PROJECTS

We can handle the tough ones! One of our strengths is solving unique and difficult problems and protecting against special hazards. We have the in-house talent and experience to handle challenges beyond the capabilities of many contractors.

One Call. One Source.

402-592-1899 • www.fireguardusa.com

FIREGUARD

EMERGENCY RESPONSE/TROUBLE SHOOTING

Life safety systems are too important to be out of service. Our knowledgeable technicians are on call and available to deal with emergencies, 24/7. When you call, you talk to a real person, not a machine, who will dispatch a technician promptly. When your equipment is down, our teams draw on over 100 years of collective experience in problem solving to get operations restored. Whether downtime is scheduled or unscheduled, we have the skills and experience to minimize system service interruptions.

STATE OF THE ART TECHNOLOGY

FireGuard employs the best available technology in designing, installing and servicing systems. Our personnel keep up with the state of the art in the industry through participation in associations and technical committees and through personal continuing education. FireGuard is a member of The National Fire Protection Association (NFPA), National Association of Fire Equipment Distributors (NAFED), Nebraska Association of Alarm Companies (NAACO), Fire Suppression Systems Association (FSSA) and the Fire Equipment Manufacturers Association (FEMA). Technicians are certified by the National Institute for Certification in Engineering Technologies (NICET).

TRAINING SERVICES

We provide classroom and hands on education and training, in areas such as Fire Extinguisher and Fire Alarm Panel operation, that enable customers to meet OSHA and other regulatory requirements,

ACCOUNTIBILITY & ACCESSIBILITY

FireGuard is a local owned and operated business. Decisions are made locally and promptly. We do not have to have approval from some remote bureaucracy. We return your calls, respond promptly to inquiries, requests for quotation and questions about requirements.

INTEGRITY

Honesty may be regarded by some as an old fashioned concept, but it is the only way that we do business. We keep our promises, tell the truth, and accept responsibility. We want long term, mutually beneficial relationships, with mutual trust and frequent communications, before, during and after the sale.

WARRANTY

Our objective is complete customer satisfaction. Our manufacture warranties are the best in the business. We stand behind what that we do!

WE LISTEN

If you have questions, special requirements or problems, we will work with you in finding solutions.

COMMITMENT TO CUSTOMER SATISFACTION

We consider our reputation our most important asset and understand that it is dependent on our consistent superior performance. We accept responsibility for the products we sell and the work we do. We care about quality and service.

One Call. One Source.

402-592-1999 • www.fireguardusa.com