

C-13-0341

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LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

**LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**ANNUAL REQUIREMENTS
FOR
AUDITING SERVICES FOR ALL
LANCASTER COUNTY FUNDS / OFFICERS AND LINCOLN /
LANCASTER PUBLIC BUILDING COMMISSION
BID NO. 13-104**

**Allen, Gibbs & Houlik, L.C.
301 North Main, Suite 1700
Wichita, Kansas 67202
316.267.7231**

E MAILED

7-31-13

tammy.allen@gaghlc.
com

**LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 13 day of July, 2013, by and between Allen, Gibbs & Houlik, L.C., 301 North Main, Suite 1700 Wichita, KS 67202 hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Auditing Services for all Lancaster County Funds / Officers and Lincoln/Lancaster County Public Building Commission; Bid No. 13-104 and,

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

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

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

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

Agreement to full proposal and E-Mail dated May 21, 2013 from Shelly Hammond (AGH)

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

The Owners will pay for products/service, according to the Line Item/ E-Mail pricing as listed in Contractors Proposal/Supplier Response and E-Mail, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed \$212,722.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for the Public Building Commission shall not exceed \$ 6,724.00 during the contract term without approval by the Board of the Public Building Commission.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. GUARANTEE: ^{this} A performance and payment bonds ^{\$10,000 shall be} in the full amount of ^{SITA} the contract shall be required for all construction contracts. These bonds shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.
6. Termination. This Contract may be terminated by the following:
 - 6.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 6.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 6.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 6.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 6.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
7. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
8. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the County" or "Building Commission") it shall mean the "Owners" encompassing the Lancaster County and Lincoln-Lancaster County Building Commission.

9. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a three (3) year term with the option to renew for three (3) additional one (1) year terms beginning July 1, 2013 through June 30, 2016.
10. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendums No. 1, No. 2, No. 3, and No. 4
 4. Special Provisions
 5. Specifications
 6. Instructions to Bidders
 7. Insurance Requirements
 8. Sales Tax Exemption Form 13
 9. Supplier X-Tra Attachments
 10. Lincoln/Lancaster County Public Building Commission Report to Board of Commissioners
 11. Lancaster County Correctional Facility Joint Public Agency Report to the Board of Commissioners
 12. Lancaster County, Nebraska Report to the Board of Commissioners
 13. Community Mental Health Center of Lancaster County Report to the Board of Directors
 14. Audit Data Provided by Lancaster County
 15. E-Mail Attachment A

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest: *Bob Cooper*
Public Building Commission Attorney

Samy Hudson
Chairperson, Public Building Commission
dated 7/11/13

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

William Bohrows
for County Law

The Board of County Commissioners of Lancaster,
Nebraska

Bob Schor
Paul Soper
Samy Hudson
John Hill
Kimberly Schuer
dated 7/23/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Allen, Gibbs & Houlik, L.C.
Name of Organization

Limited Liability Company
Type of Organization

301 N. Main, Suite 1700, Wichita, KS 67202
(Address)

By: *Shirley Ann*
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

| Bid Information | | Contact Information | | Ship to Information |
|-----------------|---|---------------------|---|---------------------|
| Bid Creator | Sharon R. Mulder Asst Purchasing Agent | Address | Purchasing 440 S. 8th St. Lincoln, NE 68508 | Address |
| Email | smulder@lincoln.ne.gov | Contact | Sharon R. Mulder Asst Purchasing Agent | Contact |
| Phone | (402) 441-7410 | | | |
| Fax | (402) 441-6513 | | | |
| Bid Number | 13-104 Addendum 4 | Department | Purchasing | Department |
| Title | Auditing Services for all Lancaster County Funds / Officers and Lincoln/Lancaster County Public Building Commission | Building | Suite 200 | Building |
| | | Floor/Room | | Floor/Room |
| Bid Type | RFP | Telephone | (402) 441-7428 | Telephone |
| Issue Date | 04/10/2013 | Fax | (402) 441-6513 | Fax |
| Close Date | 4/19/2013 12:00:00 PM CT | Email | smulder@lincoln.ne.gov | Email |
| Need by Date | | | | |

Supplier Information

| | |
|------------|---|
| Company | Allen, Gibbs & Houlik, L.C. |
| Address | 301 North Main Suite 1700 Wichita, KS 67202 |
| Contact | Tammy Allen |
| Department | |
| Building | |
| Floor/Room | |
| Telephone | 1 (316) 267 7231 |
| Fax | 1 (316) 267 0339 |
| Email | tammy.allen@aghlc.com |
| Submitted | 4/17/2013 2:52:12 PM CT |
| Total | \$0.00 |

Signature _____

Supplier Notes

Tammy Allen is the person who receives and routes RFPs, but the person who provides the services (in this case, Shelly Hammond) will be the person who is authorized to represent and bind our company; that is why the names of the supplier contact and digital signature are different.

Bid Notes

Bid Activities

| Date | Name | Description |
|---------------------|-----------------|---|
| 4/4/2013 3:00:00 PM | Pre-Bid Meeting | Pre-Bid Meeting to be held on Thursday, April 4, 2013 at 3:00 P.M., located at the Purchasing Office, 440 S. 8th, Lincoln, NE in the lower level conference room. |

Bid Messages

Please review the following and respond where necessary

| # | Name | Note | Response |
|----|--|---|-------------------|
| 1 | Instructions to Proposers | I acknowledge reading and understanding the Instructions to Proposers. | Yes |
| 2 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 3 | Contact | Name of person submitting this bid: | Shelly L. Hammond |
| 4 | Sample Contract | I acknowledge reading and understanding the sample contract. | Yes |
| 5 | References | I have attached my References to the Response Attachment section of this bid. | Yes |
| 6 | Proposal Submission | I have prepared and delivered/mailed to the City Purchasing Agent five (5) copies of my proposal as requested in Section 1.5.2 of the Specifications. | Yes |
| 7 | Term Clause with Escallation/De-Escalation | I acknowledge that the term of the contract will be a (3) three year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____ | (b) YES |
| 8 | Renewal is an Option | Contract Extension Renewal is an option. | Yes |
| 9 | Special Provision Term Contract Provisions | I acknowledge reading and understanding the Special Provision Term Contract Provisions. | Yes |
| 10 | Tax Exempt Certification Forms | Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.) | Yes |
| 11 | Electronic Signature | Please check here for your electronic signature. | Yes |
| 12 | Agreement to Addendum No. 1 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. | Yes |
| 13 | Agreement to Addendum No. 2 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. | Yes |
| 14 | Agreement to Addendum No. 3 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. | Yes |

15 Agreement to Addendum No. 4

Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

Line Items

| # | Qty | UOM | Description | Response |
|---|-----|-----|---|----------|
| 1 | 1 | EA | This is to notify you that RFQ 13-104 for Auditing Services for Lancaster County, Community Mental Health Center, Correctional Facility Joint Pubic Agency (JPA) and Public Building Commission is available. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7417. | \$0.00 |

Item Notes:

Supplier Notes:

Response Total: \$0.00
