

Resolution

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**Annual Services  
Animal Shelter Services  
RFP No. 16-083**

**Capital Humane Society  
2320 Park Boulevard  
Lincoln, NE 68502  
402-441-4482**

**CITY OF LINCOLN  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Capital Humane Society, 2320 Park Boulevard, Lincoln, NE 68502, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

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

**Animal Shelter Services, RFP No. 16-083**

and,

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

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

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

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

**Agreement to full proposal and Attachment A,**

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

<b>Fiscal Year 1, 2016 - 2017:</b>	<b>\$483,434.00</b>
<b>Fiscal Year 2, 2017 - 2018:</b>	<b>\$497,937.00</b>
<b>Fiscal Year 3, 2018 - 2019:</b>	<b>Compensation capped at 3% increase of previous fiscal year, upon request</b>
<b>Fiscal Year 4, 2019 - 2020:</b>	<b>Compensation capped at 3% increase of previous fiscal year, upon request</b>

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance. The term of this Contract shall be for a period of four (4) years, commencing on September 1, 2016 and end on August 31, 2020. The Contract shall be renewable for an additional four (4) year term upon mutual consent of both parties. Price increases will be requested.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Supplier Response
  3. Accepted Proposal, Attachment A
  4. Specifications
  5. Instructions to Bidders
  6. Insurance Requirements

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: [lincoln.ne.gov](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

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

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract upon completion of signatures on:

Vendor Signature Page  
City of Lincoln Signature Page

Vendor Signature Page

Contract  
Annual Services  
Animal Shelter Services  
RFP No. 16-083  
City of Lincoln  
Capital Humane Society

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Mary Abel Seal  
Secretary MARY ABEL

CAPITAL HUMANE SOCIETY, INC.

Name of Corporation

2320 PARK BOULEVARD  
LINCOLN, NE. 68502

Address

By: Robert A. Downey  
Duly Authorized Official

ROBERT A. DOWNEY, PRES/CEO  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

**City of Lincoln Signature Page**

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**Contract  
Annual Services  
Animal Shelter Services  
RFP No. 16-083  
City of Lincoln  
Capital Humane Society**

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Chris Beutler, Mayor

Approved by Executive Order No. \_\_\_\_\_

dated \_\_\_\_\_



**Capital Humane Society**

*A private, non-profit organization serving Lincoln and the surrounding area since 1902.*

Admissions and Assessment Center  
2320 Park Boulevard  
Lincoln, Nebraska 68502  
Phone: (402) 441-4488  
Fax: (402) 421-3194

Pieloch Pet Adoption Center  
6500 S. 70th Street  
Lincoln, Nebraska 68516  
Phone: (402) 441-4488  
Fax: (402) 438-6182

April 6, 2016

Robert Walla  
Assistant Purchasing Agent  
City of Lincoln  
440 South 8<sup>th</sup> Street  
Lincoln, Nebraska 68508

Dear Bob,

I would like to thank you and Judy Halstead for your time yesterday in discussing the bid submitted by Capital Humane Society for the Animal Shelter Services contract with the City of Lincoln (Bid Number 16-083).

As agreed on yesterday Capital Humane Society is revising its bid as follows;

Fiscal year 2016/2017 compensation of \$483,434.00

Fiscal year 2017/2018 compensation of \$497,937.00

Fiscal year 2018/2019 and fiscal year 2019/2020 compensation to be capped at a maximum 3% increase each year. The actual increase will be determined by Capital Humane Society submitting documentation to Judy Halstead validating the % increase. This must be done by the end of February, 2018.

I arrived at my figures by looking at Capital Humane Society's actual expenses in servicing the current contract in calendar year 2015. This amount was \$460,150.00. I then used 3% for inflation and protection for minor errors in calculations to protect Capital Humane Society. (My philosophy in this process was to insure I am covering our expenses in providing a high level of service without using the contract to make a profit off of the City of Lincoln.) I then projected these costs out into the fiscal years covered under the bid to arrive at \$483,434.00 for year one.

I would also point out that the first years compensation equates to a \$41,000.00 reduction in comparison to our current payment from the City of Lincoln.

In calculating our costs all expenses in operating the Pieloch Pet Adoption Center were omitted. The expensed categories considered at Park Boulevard were as follows;

Wages  
Benefits/Personnel Expenses  
Payroll taxes  
Insurance/Worker's Compensation  
Depreciation  
Utilities (Gas and Electric)  
Trash  
Repair and Maintenance  
Auto and Truck  
Phone Services  
Computer Services  
Professional Fees  
CC Processing Fees  
Office Supplies  
Copies  
Postage  
Animal Food  
Vet Supplies  
Cleaning Supplies  
Pest Control

If you have any questions or would like clarifications please don't hesitate to call me at 402-441-4482 or email me at [radgrako@windstream.net](mailto:radgrako@windstream.net).

Sincerely,

  
Robert A. Downey  
President and CEO

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	16-083	Department		Department
Title	Animal Shelter Services	Building		Building
Bid Type	Bid		Suite 200	
Issue Date	3/4/2016 10:01:00 AM (CT)	Floor/Room		Floor/Room
Close Date	3/18/2016 12:00:00 PM (CT)	Telephone	1 (402) 441-8309	Telephone
Need by Date		Fax	1 (402) 441-6513	Fax
		Email	rwalla@lincoln.ne.gov	Email

## Supplier Information

Company Capital Humane Society  
 Address 2320 Park Boulevard  
  
 Lincoln, NE 68502  
 Contact Robert A. Downey  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 441-4482  
 Fax 1 (402) 421-3194  
 Email radgrako@windstream.net  
 Submitted 3/18/2016 07:58:25 AM (CT)  
 Total \$2,151,888.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Robert A. Downey

Email radgrako@windstream.net

## Supplier Notes

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## Bid Notes

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## Bid Activities

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## Bid Messages

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Please review the following and respond where necessary

#	Name	Note	Response
1	Hours of Operation	Please list the proposed hours of operation per week including the days and times the public would have access to services.	Monday thru Friday 10:30 a.m. to 6:00 p.m. Sat. and Sun. Noon to 4:00 p.m.
2	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
3	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
4	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Specifications	I acknowledge reading and understanding the specifications.	Yes
7	Purchase Order, Contract and Delivery Contact	The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract to be awarded.	Robert (Bob) A. Downey radgrako@windstream.net 402-441-4482
8	Contact	Name of person submitting this bid:	Robert A. Downey
9	Electronic Signature	Please check here for your electronic signature.	Yes
10	License/Permit Attachment	I have attached my current license/permit issued by the proper authorities to operate an animal shelter in accordance with these Specifications and any other local jurisdiction, to the Response Attachment section of my ebid response.	Yes

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## Line Items

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#	Qty	UOM	Description	Response
1	48	Months	Animal Shelter Services - Monthly Service Fee	\$44,831.00

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Item Notes: Monthly service fee must include all expenses associated with meeting the terms of the contract.  
48 Months is listed due to this being a four year contract.

Supplier Notes: Another option would be to look at this on the following basis.

Months 1 thru 12 41,605  
Months 13 thru 24 43,686  
Months 25 thru 36 45,870  
Months 37 thru 48 48,163  
(This reflects current costs with a 5% escalator.)

### Expense Categories

Personnel wages/benefits/taxes  
Insurance  
Depreciation  
Utilities  
Trash  
Repair and Maintenance  
Vehicle  
Phone Service  
Computer Services  
Professional Fees  
Credit Card Processing Fees  
Office Supplies/Copies  
Postage  
Animal Food  
Veterinary Supplies  
Cleaning Supplies  
Pest Control

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Response Total: \$2,151,888.00

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