11211

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS OF MEAL PROVISION FOR THE ADULT DAY STRUCTURE
QUOTE NO. 4314
FIRST RENEWAL WITH PRICE INCREASE

This Amendment is hereby entered into on this ____ day of _____, 2014 by and between **Madonna Rehabilitation Hospital, 5401 South Street, Lincoln, NE 68506** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **February 20, 2013**, under **D.O. 08806**, (the "Agreement"), for the **Annual Requirements of Meal Provision for the Adult Day Structure, Quote No. 4314**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is a six (6) month term beginning **February 20, 2013 through August 19, 2013**, then to be renewed for an additional one (1) year period with the option to renew up to three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City **E.O. 086239** on July 9, 2013, to renew the agreement for an additional one (1) year period from **July 1, 2013 through June 30, 2014**; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **July 1, 2014 through June 30, 2015**; and

WHEREAS, the Parties wish to amend the agreement for a price increase, per Attachment A; and

WHEREAS, the estimated expenditures for the term of this extension shall not exceed **$21,763.85** without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The term of the Agreement shall be from **July 1, 2014 through June 30, 2015**
2) The Parties wish to amend the agreement for a price increase, per Attachment A.
3) The estimated expenditures for the term of this extension shall not exceed **$21,763.85** without prior approval by the City of Lincoln.
4) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

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

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

Official City Use Only

Dated this 29 day

of May, 2014

Parks & Recreation Director

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Madonna Rehabilitation Hospital
By: (Please Sign)	
By: (Please Print)	Victor J. Witkowicz
Title: (Please Print)	Sr. Vice President & CFO
Company Address: (Please Print)	5401 South St. Lincoln, NE 68506
Company Phone & Fax: (Please Print))	402-413-3000 402-413-4113
E-Mail Address: (Please Print)	jluhn@madonna.org
Date: (Please Print)	5/16/2014
Contact Person For: "Orders or Service" (Please Print)	Jennifer Luhn
Phone Number: (Please Print)	402-413-4246

MADONNA
Rehabilitation Hospital

ATTACHMENT A

Shelly Hinze, Purchasing
440 South 8th Street
Lincoln, NE 68508
402-441-8313

Dear Ms. Hinze,

Due to the rising costs of groceries and labor we are increasing the price per meal by 3%. This affects not only Easterday Adult Day Services but our Child Development Center as well. I apologize for the inconvenience.

Prior rate: $3.35

New rate: $3.45

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

Sincerely,

Jennifer Luhn, RD, LMNT

Director, Food & Nutrition Services

Madonna Rehabilitation Hospital

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
Annual Requirements of Meal Provision for the Adult Day Structure
Quote 4314

This Amendment is hereby entered into on this 9 day of July, 2013 by and between **Madonna Rehabilitation Hospital, 5401 South Street, Lincoln, NE 68506** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated February 20, 2013, under D.O. No. 08806, (the "Agreement"), for The Annual Requirements of Meal Provision for the Adult Day Structure, Quote 4314, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is a six (6) month term beginning **February 20, 2013 thru August 19, 2013**, then to be renewed for an additional one (1) year period with the option to renew up to three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for a one (1) year term beginning **July 1, 2013 thru June 30, 2014** with option to renew for up to three (3) additional one year terms, to align with Department of Education Term; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed $34,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

1) The parties wish to renew the Agreement beginning July 1, 2013 thru June 30, 2014 with option to renew for up to three (3) additional one (1) year terms, to align with Department of Education Term.
2) The estimated expenditures for City Departments for the term of this renewal shall not exceed $34,000.00 without prior approval by the City of Lincoln.
3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

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

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

Dated this 9th day
of July 2013

Chris Beutler, Mayor

Supplier, please fill In the date and following Information and mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Madonna Rehabilitation Hospital
By: (PLEASE PRINT)	Victor J. Watkowicz
By: (PLEASE SIGN)	
Title:	Sr. VP & CFO
Company Address: (PLEASE PRINT)	5401 South St. Lincoln, NE 68506
Company Phone & Fax: (PLEASE PRINT)	(402) 413-4246 / (402) 413-4113
E-Mail Address: (PLEASE PRINT)	jluhn@madonna.org

Date Signed: 6/14/2013

CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

ANNUAL REQUIREMENTS
OF
MEAL PROVISION FOR THE ADULT DAY STRUCTURE
QUOTE 4314

Madonna Rehabilitation Hospital
5401 South St.
Lincoln, NE 68506
402.413.4246

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 1 day of January ~~2013~~ 14, by and between **Madonna Rehabilitation Hospital, 5401 South St., Lincoln, NE 68506**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

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

For providing **Annual Requirements of Meal Provision for the Adult Day Structure, Quote 4314** 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.

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

   City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

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

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
   5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
      5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
      5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
      5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be for six (6) months, then to be renewed for an additional one (1) year period with the option to renew up to three (3) consecutive one year terms.

8. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Agreement
   2. Accepted Proposal/Supplier Response
   3. Employee Classification Act Affidavit
   4. City of Lincoln Executive Order 83319
   5. Bid Specifications
   6. Instructions to Bidders
   7. Insurance Requirements
   8. Special Provisions
   9. Federal Document - Equal Opportunity
   10. Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
   11. Access to Records
   12. Clean Air Act\Clean Water Act
   13. Contract Remedies
   14. Contract Work Hours and Safety Standards Act
   15. Copyrights and Rights in Data
   16. Energy Policy and Conservation Act
   17. Equal Employment Opportunity

18. Government-Wide Debarment and Suspension
19. Patent Rights
29. Reporting Requirement and Regulations
21. Retention of Records
22. City of Lincoln Termination for Cause
24. Termination Provisions
25. Addendum #1

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

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

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST: Joan E Ross
City Clerk

CITY OF LINCOLN, NEBRASKA
Ann Johnson
Parks and Recreation Director

Approved by Directorial Order 08806

dated ~~2/8/13~~ Febr. 20, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Madonna Rehabilitation Hospital
Name of Corporation

ATTEST:
Daniel J Tomes (SEAL)
Secretary

5401 South St. Lincoln, NE 68506
(Address)

By:
Duly Authorized Official

Sr. VP & CFO
Legal Title of Official

IF OTHER TYPE OF ORG

Name of Organization

Type of Organization

(Address)

By:
Member

By:
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information

Bid Creator	Shelly Hinze, Buyer
Email	rhinze@lincoln.ne.gov
Phone	1 (402) 441-8313
Fax	1 (402) 441-6513
Bid Number	4314 Addendum 1
Title	Annual Requirements of Meal Provision for the Adult Day Structure
Bid Type	Quote
Issue Date	12/26/2012
Close Date	1/10/2013 2:00:00 PM CST
Need by Date	

Contact Information

Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508
Contact	Shelly Hinze, Buyer
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	rhinze@lincoln.ne.gov

Ship to Information

Address	Parks & Recreation 2740 A St. Lincoln,, NE 68502
Contact	
Department Building	
Floor/Room	
Telephone	(402) 441-8706
Fax	
Email	

Supplier Information

Company	Madonna Rehabilitation Hospital
Address	5401 South St. Lincoln, NE 68506
Contact	
Department	
Building	
Floor/Room	
Telephone	(402) 4134246
Fax	1
Email	jluhn@madonna.org
Submitted	1/7/2013 10:10:03 AM CST
Total	$12,301.20 food only

Signature _____

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
7	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	yes, no, 6/30/13
8	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
9	Numbers in Price Box	<b> I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of $0 for respective line items. <b>	Yes
10	Transportation Cost	List your flat rate for transporation of the meals per day.	35.00 Agreement
11	Vendor Information	I acknowledge that I have attached my company information in the suppliers response section per Section 16 in the specifications.	Y
12	Performance Bonds	I acknowledge that a Performance Bond in the amount of 25% of the Contract amount will be required with the signed contract	Yes
13	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
14	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
15	Federal Bidding Documents and Compliance	I have read and understand the Federal Forms attached to this bid and hereby agree to comply with the provisions as they are listed in the forms.	Y
16	Attachment C Debarment and Suspension	I acknowledge that I have filled out the Attachment C Debarment and Suspension form and attached it in the suppliers response attachment section of the bid.	Y
17	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y

18	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
19	Contact	Name of person submitting this bid:	Jennifer Luhn
20	Electronic Signature	Please check here for your electronic signature.	Yes
21	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

Line Items

#	Qty	UOM	Description	Response
1	2,754	Each	Regular Meals	$3.35
	Item Notes:			
	Supplier Notes:			
2	71	EA	Pureed Meals	$3.35
	Item Notes:			
	Supplier Notes:			
3	404	EA	Diet Meals	$3.35
	Item Notes:			
	Supplier Notes:			
4	180	EA	Vegetarian Meals	$3.35
	Item Notes:			
	Supplier Notes:			
5	188	EA	Special Meals	$3.35
	Item Notes:			
	Supplier Notes:			
6	75	EA	Mechanical Soft Meals	$3.35
	Item Notes:			
	Supplier Notes:			
			Response Total:	$12,301.20

food only

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, I, Madonna Rehabilitation Hospital - Victor Witkowicz herein below known as the Contractor, state under oath and swear as follows:

1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.

2.The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.

3. The Contractor has complied with Neb Rev Stat 4-114.

4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.

5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to section 12 of this Act.

6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

PRINT NAME: Victor J. Witkowicz
(First, Middle, Last)

SIGNATURE: _____

TITLE: Sr. VP & CFO

State of Nebraska)
) ss.
County of Lancaster)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 1st day of February, 2013

GENERAL NOTARY - State of Nebraska
MICHELLE A. STOLTENBERG
My Comm. Exp. Feb. 14, 2016

_____
Notary Public