

**Amendment to Agreement  
Annual Requirements for  
Home Delivered Meals  
Bid No. 4559  
City of Lincoln  
First Renewal**

*3210 SE Corporate Woods Drive*

This Amendment is hereby entered into by and between Mom's Meals, 748 SE Shurfine Drive, Ankeny, IA 50021 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated September 23, 2013, under D. O. No. 10015, (the "Agreement"), for **Annual Requirements for Home Delivered Meals, Bid No. 4559**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is September 23, 2013 through September 22, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning September 23, 2014 through September 22, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$2,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City D.O. No. 10015, and stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **September 23, 2014 through September 22, 2015**
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **\$2,000.00** 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.

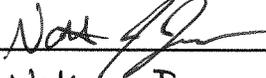
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Official City Use Only

<p>Dated this <u>10th</u> day  of <u>September</u> 2014  <u>Jane Pedersen</u>  Director of Aging  <u>11812</u>  Directorial Order No.</p>
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Supplier, please fill out the following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	PurFoods LLC dba Mom's Meals
By: (Please Sign)	
By: (Please Print)	Nathan Jensen
Title:	General Manager
Company Address:	3210 SE Corporate Woods, Drive, Arkeny, IA 50021
Company Phone & Fax:	(966) 716-3257 ; Fax (515) 266-6120
E-Mail Address:	intake@momsm meals.com
Date:	August 28, 2014
Contact Person for: "Orders or Service"	Rachel G.
Phone Number:	(966) 716-3257

13080099

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
HOME DELIVERED MEALS  
Bid No. 4559**

**Mom's Meals  
718 SE Shurfine Drive  
Ankeny, IA 50021  
866-716-3257**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between **Mom's Meals, 718 SE Shurfine Drive, Ankeny, IA 50021**, 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 Home Delivered Meals, Bid No. 4559 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:

**The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract. The total cost of products or services for City departments shall not exceed \$7,500.00 during the contract term without approval.**

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

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option for three (3) additional one (1) year renewals.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Accepted Proposal/Supplier Response
  3. Special Provisions
  4. Specifications
  5. Instructions to Bidders
  6. Federal Requirements
  7. Sales Tax Exemption Form 13

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.

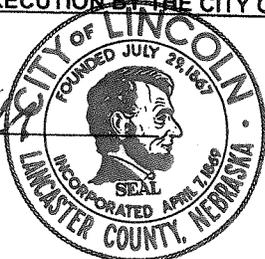
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

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

ATTEST:

*Teresa J. Meier*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*June Pederson*  
Aging Director

Approved by Directorial Order 10015

dated 9-23-13

**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:

*Pur Foods LLC dba Mom's Meals*  
Name of Organization

*LLC*  
Type of Organization

*718 SE Shurtline, Drive, Ankeny, IA 50021*  
(Address)

By: *Walt J. [Signature]*  
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	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	4559	Department	Purchasing	Department	
Title	Home Delivered Meals	Building		Building	
Bid Type	Quote		Suite 200	Floor/Room	
Issue Date	07/26/2013	Floor/Room		Telephone	
Close Date	8/6/2013 2:00:00 PM CT	Telephone	1 (402) 441-8309	Fax	
Need by Date		Fax	1 (402) 441-6513	Email	
		Email	rwalla@lincoln.ne.gov		

### Supplier Information

Company	Mom's Meals
Address	718 SE Shurfine Drive
	Ankeny, IA 50021
Contact	Mike Wheeler
Department	
Building	
Floor/Room	
Telephone	1 (866) 7163257
Fax	1 (515) 9630671
Email	mike.wheeler@purfoods.com
Submitted	7/30/2013 10:10:19 AM CT
Total	\$5,000.00

Signature \_\_\_\_\_

Supplier Notes \_\_\_\_\_

Bid Notes \_\_\_\_\_

Bid Activities \_\_\_\_\_

Bid Messages \_\_\_\_\_

Please review the following and respond where necessary \_\_\_\_\_

#	Name	Note	Response
1	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
2	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
3	Protest Procedures	I acknowledge that I have read and understand the City of Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, I may file a protest with the Federal Grant Provider after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent.	Y
4	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
5	Specifications	I acknowledge reading and understanding the Specifications.	Yes
6	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
7	Electronic Signature	Please check here for your electronic signature.	Acknowledge
8	Contact	Name of person submitting this bid:	Mike Wheeler
9	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	14 days
10	DUNS Requirement	A DUNS (Data Universal Numbering System) Number is required to award a Federal Grant contract. Please list your DUNS number in the space provided.    <b>If you do not have a DUNS number go to <a href="http://fedgov.dnb.com/webform/CCRSearch.do">http://fedgov.dnb.com/webform/CCRSearch.do</a> </b>    <b>Failure to obtain a DUNS number may result in the rejection of your bid.</B>	17-705-1294

11 Small Business Information

The City of Lincoln wishes to foster small business participation in its bids for products and services purchased. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.(If you are unsure of your status as a Small Business, please refer to the NAICS list attached to the Bid Attachment section.)<BR><br>

no - we ship direct

1) Are you a Small Business according to the NAICS size guidelines? YES or NO?<BR>  
If YES, what is the category you are listed under, the number of employees you have and the average annual receipts?<BR><br>

2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO<BR>  
If YES, name the Sub-Contractors in the space provided.<BR><br>

3) If you are not a Small Business, are you willing to provide subcontracting opportunities of the type/size that small businesses, including DBE's, can reasonably perform? YES or NO<BR>  
If NO, why?

12 SAM Requirement

Vendors must be registered with the System for Award Management (SAM) system to be eligible for award on this bid due to the use of Federal Grant funds. Are you registered with SAM? YES or NO <br><br>

yes

<B>IF NO, YOUR BID MAY BE REJECTED<br><br>

To register in the SAM system go to [www.sam.gov](http://www.sam.gov) - Click: Create User Account.</b>

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Line Items

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#	Qty	UOM	Description	Response
1	1,000	EA	Home Delivered Meals	\$5.00

Item Notes: Vendor shall indicate the per meal price, including shipping, to addresses in the counties listed in the Specifications.<br>Vendor shall provide additional information on the meals being bid in the Supplier Response section of their ebid response.

Supplier Notes:

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Response Total: \$5,000.00

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## **Specifications Home Delivered Meals**

### **1. SUPPLEMENTAL INSTRUCTIONS**

- 1.1 The City of Lincoln (hereinafter referred to as City) is requesting bids to prepare, package and deliver meals to Senior Citizens homes which meet Older Americans Act nutritional standards.
  - 1.1.1 Pricing shall include the supply and delivery of the meals being bid.
  - 1.1.2 An estimated total of \$7,500.00 worth of product will be purchased by the City over each term of the contract.
  - 1.1.3 Meals are to be delivered to authorized individuals in the following counties: Butler, Fillmore, Lancaster, Polk, Saline, Seward and York.
- 1.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or fax: (402) 441-6513.
  - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 1.3.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
    - 1.3.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.4 The City receives funding from the Federal Government for the operation of this program.
  - 1.4.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.
  - 1.4.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of bid.
  - 1.4.3 Funds available for this project are OAA home delivered meals and Nutrition Services Incentive Program (NSIP) and revenue from client contributions.
- 1.5 The City has the option to purchase additional meals in an amount that does not exceed 10% of the total cost of the awarded bid for the term of the contract.
- 1.6 The term of the contract shall be one (1) year with the option to renew for three (3) additional one (1) year periods with mutual consent of both parties.
- 1.7 Invoices will be submitted to the County Program Manager for the meals delivered on a monthly basis.
- 1.8 Vendor agrees to maintain client and program files for a period of no less than 3 years after the close of the federal fiscal year to which they pertain.
- 1.9 Vendor shall agree that authorized City auditors and officials shall have access to all relevant records for audit and review.

### **2. EVALUATION AND AWARD INFORMATION**

- 2.1 Bid will be awarded based on:
  - 2.1.1 The lowest, responsible, responsive, bid for meals.
  - 2.1.2 Taste and Visual appearance of meals.
  - 2.1.3 Compliance with requirements as outlined in these specifications.
  - 2.1.4 Compliance with all Federal documents attached to this bid.
  - 2.1.5 Length of time to deliver meals after receipt of order (ARO).

3. **MEAL REQUIREMENTS**

- 3.1 The City Dept. Of Aging (Aging Partners) provides meals to individuals 60 years of age who have an identified need for meals delivered to their home.
- 3.2 Meals must meet the 1/3<sup>rd</sup> DRI for older adults as required by the Older Americans Act(OAA) and must meet US Dietary Guidelines as set by USDA/HHS.
- 3.3 Meals are to be delivered to the client's home in packaging that maintains food items at temperatures below 45 degrees F.
- 3.4 Meals are to be fully cooked and ready to eat or heated.
- 3.5 Meals shall be Fresh-Lock packaged and sealed.
- 3.6 Meals must be refrigerator stored for up to 18 days.
- 3.7 Labeling must include Nutrition Facts label and handling and heating instructions for conventional and microwave ovens.
- 3.8 Vendor must provide a select menu of meals for breakfast, lunch and dinner of at least 50 choices which meets the OAA requirements.
- 3.9 Menus must be available for review and approval by the City registered dietitian at least 30 days before offering to clients.
  - 3.9.1 Menus shall be reviewed for adequacy using the Food Processor computer program.
- 3.10 County Managers and Case Workers shall provide the Vendor with client information including client address and the number of meals authorized per 2 week order cycle and any special dietary needs.
  - 3.10.1 Orders shall be placed either on-line or to a toll free phone number.
  - 3.10.2 Changes in a client's authorization or other status will be forwarded to the Vendor as soon as discovered by the Case Worker or Program Manager.
  - 3.10.3 Invoices will be submitted to the County Program Manager for the meals delivered on a monthly basis.
    - 3.10.3.1 No invoices will sent to the person receiving the meals.
- 3.11 Vendor shall work with County staff to resolve order or delivery problems.
- 3.12 Modified Diet menu choices are to be offered including diabetic, renal, low sodium, gluten free, and vegetarian.
  - 3.12.1 The price for these meals shall be the same as the general menu.
- 3.13 Foods shall meet the following standards:
  - 3.13.1 Frozen vegetables - U.S. Grade A or better.
  - 3.13.2 Canned vegetables and fruits – U.S. Grade B or better
  - 3.13.3 Eggs – Government inspected Grade A
  - 3.13.4 Poultry – USDA Grade A
  - 3.13.5 Ground meat to contain no more 20% fat
  - 3.13.6 Meat to be USDA Select or better
  - 3.13.7 All breads/cereals to be enriched or whole grain
  - 3.13.8 Only full strength fruit or vegetable juices
  - 3.13.9 Milk shall be provided in individual containers with each meal delivered.
- 3.14 Vendor must meet health requirements of the US Food code and provide evidence of a current appraisal by a local governing Health department or equivalent inspecting agency.