C-14-0249

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MAY 14 2014

LANCASTER COUNTY CLERK

AMENDMENT TO AGREEMENT
CITY OF LINCOLN/LANCASTER COUNTY
ANNUAL REQUIREMENTS FOR INFLUENZA VACCINE
QUOTE NO. 3990
SECOND RENEWAL

This Amendment is hereby entered into on this 20 day of May, 2014, by and between **Nebraska Occupational Health, 4451 N. 26th St., Ste. 1000, Lincoln, NE 68521** (hereinafter "Contractor") and **Lancaster County and The City of Lincoln** (hereinafter "Owners"), for the purpose of renewing the **Contract C-12-0288**, dated **June 12, 2012**, and **D.O. 07634**, dated **June 14, 2012**, (the "Contract"), for **The Annual Requirements for Influenza Vaccine, Quote No. 3990**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **June 14, 2012 through June 13, 2013**, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City **D.O. 9163** on April 22, 2013, and by the County **Contract C-13-0166**, executed by the County Board on April 16, 2013, to extend the agreement for an additional one (1) year period from **June 14, 2013 through June 13, 2014;** and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning **June 14, 2014 through June 13, 2015;** and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed **$5,000.00** without prior approval of the Lancaster County Board of Commissioners.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **$12,000.00** without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County **Contract C-12-0288** and **City D.O. 07634**, all amendments thereto, and as stated herein, the parties agree as follows:

1) The Contract shall be renewed for an additional one (1) year term beginning **June 14, 2014 through June 13, 2015;** and
2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed **$5,000.00** without prior approval of the Lancaster County Board of Commissioners.
3) The estimated expenditures for City Departments for the term of this renewal shall not exceed **$12,000.00** without prior approval by the City of Lincoln.
4) All other terms of the Contract, 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.

The Board of County Commissioners of Lancaster County, Nebraska

Executed this 20 day of May, 2014

City of Lincoln, Nebraska

Executed this 5th day of May, 2014

Finance Director

Lancaster County Attorney

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)	Nebraska Occupational Health Ctr
By: (Please Sign)	Lisa Troester
By: (Please Print)	Lisa Troester
Title: (Please Print)	Office Manager
Company Address: (Please Print)	1501 Pine Lake Rd, Ste 20 Lincoln NE 68512
Company Phone & Fax: (Please Print))	402-421-2700 / 402-421-2699
E-Mail Address: (Please Print)	LTroester@lpta-nohc.com
Date: (Please Print)	4-30-14
Contact Person For: "Orders or Service" (Please Print)	Kris Kurik
Phone Number: (Please Print)	402-476-2600

13040122

09163

Amendment to Agreement for Annual Requirements for Influenza Vaccine Quote No. 3990 First Renewal

This Amendment is hereby entered into on this 25 day of April, 2013, by and between **Nebraska Occupational Health, 4451 N. 26th St., Ste 1000, Lincoln, NE 68521** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **June 14, 2012**, under D. O. No. **07634**, (the "Contract"), for **Annual Requirements for Influenza Vaccine, Quote No. 3990**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is June 14, 2012 through June 13, 2013, 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 extend the agreement for an additional one (1) year term beginning June 14, 2013 through June 13, 2014; and

WHEREAS, the parties wish to Amend the Agreement to reflect the dates of administering the vaccine to be October, 2013 through December 31, 2013 for City employees and family members over the age of 19; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Directorial Order No. 07634, and stated herein the parties agree as follows:

1) The term of the Agreement shall be from June 14, 2013 through June 13, 2014.
2) The parties agree that the dates of administering the vaccine to be October, 2013 through December 13, 2013 for City employees and family members over the age of 19.
3) All other terms of the Contract, 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 22 day of APRIL 2013

Personnel Director

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated 4-5-13

Company Name: (PLEASE PRINT)	Nebraska Occupational Health Center
By: (PLEASE PRINT)	Lisa Troester
By: (PLEASE SIGN)	Lisa Troester
Title:	Ofc Mgr
Company Address: (PLEASE PRINT)	4451 N. 26th St, Ste 1000, Lincoln NE 68521
Company Phone & Fax: (PLEASE PRINT)	402-476-2600 / 402-476-2604
E-Mail Address: (PLEASE PRINT)	LTroester@LPTA-NOHC.com

CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

ANNUAL REQUIREMENTS
FOR
INFLUENZA VACCINE
QUOTE NO. 3990

Nebraska Occupational Health
4451 N 26th, Ste. 1000
Lincoln, NE 68521
402.476.2600

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of_____2012, by and between **Nebraska Occupational Health, 4451 No. 26th Ste., 1000, Lincoln, NE 68521**, 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 Supply for Influenza Vaccine, Quote No. 3990** 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 lines one (1) and three (3) of Contractor's 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 a one (1) year term with the option to renew for three (3) additional one (1) year periods.

8. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Agreement
   2. Accepted Proposal/Response
   3. Specifications
   4. Instructions to Bidders
   5. Insurance Requirements
   6. Sales Tax Exemption Form 13
   7. Special Provisions

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

Personnel Director

Approved by Directorial Order 07634

dated 6-14-2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)

Secretary

Nebraska Occupational Health Center

Name of Corporation

4451 N. 26th St, Ste 1000

(Address) Lincoln NE 68521

By: Jim Foster

Duly Authorized Official

Office Manager

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/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	3990
Title	Annual Supply for Influenza Vaccine
Bid Type	Quote
Issue Date	04/30/2012
Close Date	5/3/2012 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	1 (402) 441-8313
Fax	1 (402) 441-6513
Email	rhinze@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	NEBRASKA OCCUPATIONAL HEALTH
Address	4451 N 26 Ste 1000 Lincoln, NE 68521
Contact	
Department	
Building	
Floor/Room	
Telephone	402 (476) 2600
Fax	402 (476) 2604
Email	
Submitted	5/3/2012 11:56:38 AM CST
Total	$27,060.00

Signature _____

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. . ((a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Yes. Price is firm for one year.
7	Work Site	List your (2) Off-site location facilities with contacts for each.	4451 N 26th St, Ste 1000 - Lincoln NE 68521
8	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
9	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
10	References	I acknowledge attaching my references in the supplier response section of the bid.	Y
11	Contact for CMH	When the Community Mental Health determines the number of vaccines it would need to purchase whom would be the contact person?	Lisa Troester - 402.421.2700
12	Delivery of your vaccines	Will your company deliver the vaccinations to our on/off site locations? Yes/No	Yes
13	Outage of doses	What would happen if an off-site ran out of doses? Please explain.	We will have the ability to order more.
14	Consent Form	Will you supply your own consent forms? Yes/No. Please attach a copy in the responses attachment section of the bid.	Yes
15	Contact	Name of person submitting this bid:	Lisa Troester - 402.421.2700
16	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1,200	EA	City requirements: The quantity of Flu Shot could be up to 1100 - 1200	$15.00
	Item Notes:		Unit price shall be per vaccine and administering the vaccine.	
	Supplier Notes:			
2	600	EA	County requirements: The quantity of Flu Shots could go up to 600	$15.00
	Item Notes:		Unit price shall be per vaccine and administering the vaccine.	
	Supplier Notes:			
3	4	EA	Thimerosol-Free Vaccine	$15.00
	Item Notes:		Unit price shall be per vaccine and administering the vaccine.	
	Supplier Notes:			
			Response Total:	$27,060.00

ANNUAL SUPPLY FOR INFLUENZA VACCINE

1. **INTENT**

1.1 The City of Lincoln and Lancaster County desires to receive bids for the Supply and Administering the most current Trivalent Inactivated Influenza Vaccine and Thimerosol-Free Vaccine licensed by the FDA for use in the United States for City of Lincoln/Lancaster County employees and their families ages 19 and older.

1.2 The City of Lincoln and Lancaster County desire to enter into a one year contract with the option to renew for 3 additional one year periods.

2. **REQUIREMENTS**

2.1 The majority of the vaccinations will be given at 4 locations within the City/County work sites.

2.2 In addition to the "4" locations the City/County requires special clinic areas or medical care facilities, where the vaccine could be administered for approximately an additional 600 employees between October 1, 2012 through January 31, 2013 on a walk in basis during normal business hours.

2.2.1 Calendar dates are subject to change per contract term.

2.2.1 The special clinics or medical care facilities shall be provided by the awarded vendor and shall be listed in the attribute section of the bid.

2.3 The City/County requires the vendor to be in full compliance with all medical care requirements and standard medical protocol.

2.4 Medical records for services provided here under shall be maintained consistent with all applicable laws governing their confidentiality.

2..4.1 Access to such records shall be subject to the patients consent and shall comply with all applicable rules, regulations, standards and requirements of the Health Insurance Potability and Accountability Act of 1996 (HIPPA) as amended from time to time to the extent they may apply to the parties hereto.

2.5 Vendor shall provide the vaccine, syringes, needles, consent forms, labor and all other supplies necessary to administer the vaccinations.

2.6 Personnel shall be licensed and trained health care professionals.

2.6.1 A copy of the license(s) shall be provided to the City/County representative within 24 hours if requested.

2.7 A current letter of reference from a company where you have provided services similar to those requested herein shall be attached under the response attachment tab section of the bid.

2.8 Each participant receiving a vaccination must sign a consent form provided by your organization.

2.8.1 The consent forms shall be filled out by the employee and/or employee's family member before administering the vaccine.

2.9 The City shall be responsible for City plan members and the County shall be responsible for County plan members.

2.9.1 Two itemized bills shall be issued, one to the City and one to the County.

3. **COUNTY VACCINES**

3.1 County vaccines will be administer at 3 On-site area's.

3.1.1 Lancaster County Jail
3.1.2 City/County Building
3.1.3 County Extension.

3.2 City/County Building and Lancaster County Jail shall have 2 licensed personnel to administer the vaccines.

3.3 Lancaster County Extension shall have 3 licensed personnel to administer the vaccines.

3.3.1 Awarded vendor shall send a list of the licensed personnel that will be administering the vaccines with their credentials prior to the clinic dates during the term of the contract.

3.3.1.1 If any of the licensed personnel are no longer working at your facility during the term of the contract credentials of the new personnel shall be mailed to the County representative before the set clinic dates.

3.4 The On-Site locations shall have County staff checking in the participants receiving vaccinations.

3.2 Vaccines for the Off-site locations shall be at 2 locations.

3.2.1 List your 2 locations under the attribute tab of the bid.

3.3 Approximately 60-90 employees are vaccinated at the Off-site locations.

3.4 Vaccines for the County employees only shall be given from October, 2012 thru December 31, 2012.

3.4.1 The dates are subject to change per each contract term.

3.5 A list of all County employees will be given to the awarded vendor.

3.5.1 When a County employee comes for a vaccination at the off-site location the awarded vendor shall cross off the employee(s) on this list.

3.5.2 The employee will be required to show a copy of one form of ID.

3.5.3 The awarded vendor shall make a copy of the ID and send in with the invoice to be paid for the vaccination.

3.5.3.1 County payments will be made per copies of ID's that are sent in with the invoice.

3.5.4 If the awarded vendor would give a shot to any one under the age of 19 or duplicate an identification the County will not pay for these vaccinations.

4. CITY VACCINES

4.1 Vaccines will be administer at 4 On-site area's

4.1.1 City/County Building
4.1.2 Public Works – Water Department
4.1.3 Public Works Street Maintenance Building
4.1.4 Lincoln Lancaster County Health Department.

4.2 City/County Building and Lincoln Lancaster County Health shall have 4 licensed personnel to administer the vaccines.

4.3 Public Works – Water Department and Public Works Street Maintenance Building shall have 2 licensed personnel to administer the vaccines.

4.3.1 Awarded vendor shall send a list of the licensed personnel that will administer the vaccines with their credentials prior to the clinic dates during the term of the contract.

4.3.1.1 If any of the licensed personnel are no longer working at your facility during the term of the contract credentials of the new personnel shall be mailed to the City of Lincoln before the set clinic dates.

4.3.2 The On-Site locations shall have City staff checking in the participants

receiving vaccinations.

4.2 Vaccines for the Off-site locations shall be at 2 locations.

4.2.1 List your 2 locations under the attribute tab of the bid.

4.3 Approximately 400 employees and spouses are vaccinated at the Off-site City locations.

4.4 Vaccines for City employees, and family member over the age of 19 shall be given from November 2012 thru December 31, 2012.

4.4.1 The dates are subject to change per each contract term.

4.5 At the Off-Site locations all City employees, and family members over 19 shall show their insurance card and one other form of ID to have a vaccination administered.

4.5.1 Awarded vendor shall make a copy of the insurance card and send in with the invoice to be paid for the vaccination.

4.5.1.2 City payments will be made per copies of ID"s that are sent in with the invoice.

4.5.1 If the awarded vendor would give a shot to any one under the age of 19 or duplicate an identification the City will not pay for these vaccinations.

4.6 Thimerosol-Free Vaccine will be for City employees and families.

5. QUANTITY

5.1 City's estimated quantity is 1100 - 1200

5.2 County's estimated quantity is 400 - 600

6. CONDITIONS AND PACKAGING

6.1 Any item offered or shipped as a result of this bid shall be new (current production at the time of the bid).

6.2 All item shall be sealed and unopened before administering the vaccinations.