C-14-0011

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CLERK

# Amendment to Agreement
# City of Lincoln/Lancaster County
# University of Nebraska at Lincoln Contract No. 680522
# For CCTV Security/Surveillance Systems
# (Final Renewal)

This Amendment is hereby entered into on this 19th day of Dec., 2013, by and between **Inteconnect Inc., 1425 60th Street N.E., Suite 100, Cedar Rapids, IA 52402** (hereinafter "Contractor") and **The City of Lincoln/Lancaster County participating and piggybacking the University of Nebraska at Lincoln** (hereinafter "Owners"), for the purpose of renewing an Agreement **D.O. No. 3819**, dated April 26, 2010, and **Contract C-12-0646**, dated November 8, 2012 for **CCTV Security/Surveillance Systems, University of Nebraska at Lincoln, Contract 680522**, which is made a part hereof by this reference.

WHEREAS, the original term of the City of Lincoln Agreement is **May 1, 2010 thru August 31, 2011** with the option to renewed for three (3) additional one (1) year periods upon written mutual consent of both parties, not to exceed the University of Nebraska at Lincoln Contract No. 685022; and

WHEREAS, the Agreement was amended by the City **E.O. 84609** on December 7, 2011 to renew the agreement for an additional one (1) year period from **November 1, 2011 thru October 31, 2012**; and

WHEREAS, the Agreement was amended by the City **E.O. 85588** on November 30, 2012 to renew the agreement for an additional one (1) year period from **November 1, 2012 thru October 31, 2013**; and

WHEREAS, the original term of the Lancaster County Agreement is **November 1, 2012 thru October 31, 2013**, not to exceed the term of the current University of Nebraska at Lincoln Contract No. 685022; and

WHEREAS the parties wish to amend the contract to add the Lincoln-Lancaster County Public Building Commission.

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **November 1, 2013 thru October 31. 2014** ; and

WHEREAS the estimated expenditures for City Departments for the term of this renewal shall not exceed **$50,000.00** without prior approval by the City of Lincoln.

WHEREAS the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed **$2,000.00** without prior approval of the Lancaster County Board of Commissioners.

WHEREAS, the estimated expenditures for Lancaster County Public Building Commission for the term of this renewal shall not exceed **$22,000.00** without prior approval by the Board of the Public Building Commission.

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

1) The Agreement shall be renewed for an additional one (1) year term beginning November 1, 2013 thru October 31, 2014.
2) The parties wish to amend the contract to add the Lincoln-Lancaster County Public Building Commission.
3) The estimated expenditures for City Departments for the term of this renewal shall not exceed $50,000.00 without prior approval by the City of Lincoln.
4) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed $2,000.00 without prior approval of the Lancaster County Board of Commissioners.
5) The estimated expenditures for Lancaster County Public Building Commission for the term of this renewal shall not exceed $22,000.00 without prior approval by the Board of the Public Building Commission.
6) 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.

**Lancaster County Board of Commissioners Signatures**

**Executed this** 7 **day of** January, 2014

**Lancaster County Law/** Deputy County Attorney

**City of Lincoln**

**Executed this** 19th **day of** Dec., 2013

**Chris Beutler, Mayor**

Approved by **Executive Order** No. 86754

********

Lincoln-Lancaster County Public Building Commission

**Executed this** 14th **day of** January, 2014

**Chairperson**

**PBC Attorney**

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

Date: _____

| | |
|---|---|
| **Company Name: (PLEASE PRINT)** | Inteconnect Inc. |
| **By: (PLEASE PRINT)** | Marcus K. Meyer |
| **By: (PLEASE SIGN)** | Marcus K Meyer |
| **Title:** | President |
| **Company Address: (PLEASE PRINT)** | 1425 60th St. N.E. Ste. 100 Cedar Rapids, IA 52402 |
| **Company Phone & Fax: (PLEASE PRINT)** | 319-739-0868 Fax: 319-294-6672 |
| **E-Mail Address: (PLEASE PRINT)** | mmeyer@inteconnex.com |

University of Nebraska Lincoln

UNIVERSITY SERVICES
Procurement Services

10/15/2013

Inteconnect Inc.
Attn: Marc Meyer
1425 60th Street N.E. Suite 100
Cedar Rapids, IA 52402

Reference: UNL Quote #680522 CCTV Security / Surveillance Prime Vendor Contract

Dear Mr. Meyer;

The purpose of this letter is to inform you the University of Nebraska-Lincoln desires to extend the above referenced contract with Inteconnect Inc. for one additional year. The extended contract period would be 11/1/2013 through 10/31/2014, contingent upon agreement and execution of the attached contract Addendum #1. The University of Nebraska-Lincoln expects all contracted products, pricing, terms, conditions, and all incorporated documents as set forth and referenced in UNL Quote #680522 to remain in effect.

Please make all necessary arrangements to insure that your Certificate of Liability Insurance is current and will remain in effect throughout the extended contract period. A copy of your updated Certificate of Insurance should be sent to my attention. The following sentence must be on the certificate and it must be worded in the exact manner: **"The Board of Regents of the University of Nebraska is listed as an additional insured".**

Your acceptance and concurrence with the above extension and stipulations will be evidenced by returning the attached Addendum #1 with your signatures to this office by October 31, 2013.

Thanks for your continued interest in the University of Nebraska. If you have any questions, please contact Senior Sourcing Specialist Dustin Kotik at (402) 472-5881.

Sincerely,

Dustin R. Kotik

Dustin R. Kotik,
Sr. Sourcing Specialist
UNL Procurement Services

c: 680522

UNIVERSITY OF NEBRASKA

Addendum # 1 to the agreement, **UNL RFP# 680522, *Prime Supplier Contract-Security/Surveillance/CCTV***, between the Board of Regents of the University of Nebraska for and on behalf of the University of Nebraska-Lincoln (University) and **Inteconnect, Inc. (Supplier)** dated *October 9, 2009*.

**WHEREAS,** the parties hereto agree that the Agreement is amended as stated herein and that this Addendum shall be incorporated into the Agreement and made a part thereof.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. The information contained in the attached Service Level Agreement shall become effective on 11/1/2013 for all work relating to Security/Surveillance/CCTV through Inteconnect, Inc.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of this 31st day of October, 2013. Full execution will require signatures on this contract Addendum as well as the Service Level Agreement (Page 1) attached to this Addendum.

**The Board of Regents of the University of Nebraska (the University)**

**Signature:** Gary L Kraft **Date:** 10-24-13

**Printed Name:** Christine A. Jackson or Gary L. Kraft, C.P.M.

**Title:** Vice Chancellor for Business & Finance/Director of Procurement Services

**Full Legal Name of Supplier Representative (the Supplier)**

**Signature:** Marcus K Meyer **Date:** 10/21/2013

**Printed Name:** Marcus K. Meyer

**Title:** President

I affirm that if I am an employee of the University of Nebraska, I have notified buyer of my status as such and that this contract must be completed in accordance with Board of Regents Policy 6.2.1.12, Purchases Involving University Personnel.

# Service Level Agreement (SLA)
# for University of Nebraska, Lincoln, Nebraska
# by
# Inteconnect, Inc.

**Effective Date: 11-01-2013**

| | |
|---|---|
| **Document Owner:** | University of Nebraska, Lincoln, Nebraska |

**Version**

| Version | Date | Description | Author |
|---|---|---|---|
| 1.0 | 11-01-2013 | Service Level Agreement | Bradley Logan |
| | 11-01-2013 | Addendum #1 to contract #680522 dated 10/9/09 | Dustin Kotik |
| | | | |

**Approval**

*(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)*

| Approvers | Role | Signed | Approval Date |
|---|---|---|---|
| Inteconnect, Inc. | Service Provider | Maura K Mogan | 10-01-2013 |
| University of Nebraska, Lincoln, Nebraska | Customer | Gary L Kraft | 10-01-2013 |

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# 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between The Board of Regents of the University of Nebraska, Lincoln, Nebraska, ("UNL") a public body corporate, and Inteconnect, Inc., with offices located at 1425 60th Street, Ste 100, Cedar Rapids, IA 52402, for the provisioning of IT services required to support and sustain the product or service.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.
This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

# 2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer(s) by the Service Provider(s).

The **goal** of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider(s) and Customer(s).

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

# 3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

**IT Service Provider(s):** Inteconnect, Inc. ("Provider")
**IT Customer(s):** UNL ("Customer")

## 4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

**Business Relationship Manager:** UNL
**Review Period:** Bi-Yearly (6 months)
**Previous Review Date:** 10-01-2013
**Next Review Date:** 04-01-2014

## 5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

### 5.1. Service Scope

The following Services are covered by this Agreement;

- Monthly billing for service hours, even if the balance is zero.
- Pre-determined number of hours for standard service calls under typical conditions (i.e. standard camera replacement 2.5 hours, etc.).
- Documentation in Zen Desk (Inteconnect's ticketing system) to include number of service hours billed as it pertains to each individual service ticket submission.
- Project timelines as provided by Inteconnect.
- Biweekly project updates/status from Inteconnect throughout each project.
- Final walkthrough with UNLPD CCTV Systems Admin and department funding the project to ensure project is completed. Project is not complete until all systems are checked for full functionality and approved by UNLPD representative.

## 5.2. Customer Requirements

**Customer** responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.

## 5.3. Service Provider Requirements

**Service Provider** responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for activity, including completion of all service tickets.

## 5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

# 6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

## 6.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support : 9:00 A.M. to 5:00 P.M. Monday – Friday
    - Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call, however there will be a backup answer phone service
- Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday
    - Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day
- Onsite assistance guaranteed per Service Request classification below.

## 6.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- 0-8 hours (during business hours) for issues classified as **High** priority.
- Within 48 hours for issues classified as **Medium** priority.
- Within 5 working days for issues classified as **Low** priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

# Amendment to Agreement
# City of Lincoln
# University of Nebraska at Lincoln Contract No. 680522
# For CCTV Security/Surveillance Systems
# (2nd Renewal)

This Amendment is hereby entered into on this ____ day of _____, 2012, by and between **Inteconnect Inc., 1425 60th Street N.E., Suite 100, Cedar Rapids, IA 52402** (hereinafter "Contractor") and **The City of Lincoln participating and piggybacking the University of Nebraska at Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **May 1, 2010**, D.O. No. 3819 the "Agreement" for **CCTV Security/Surveillance Systems, University of Nebraska at Lincoln, Contract 680522**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **May 1, 2010 thru August 31, 2011**, with the option to extend for three (3) additional one (1) year periods upon written mutual consent of both parties, not to exceed the University of Nebraska at Lincoln contract; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **November 1, 2012 thru October 31. 2013** ; and

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

1) The Agreement shall be renewed for an additional one (1) year term beginning November 1, 2012 thru October 31, 2013.
2) 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.

**Official City Use Only**

Dated this 30th day
of NOV. 2012

Chris Beutler, Mayor

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

Date:

| | |
|---|---|
| **Company Name: (PLEASE PRINT)** | Inteconnect Inc. |
| **By: (PLEASE PRINT)** | Marcus K. Meyer |
| **By: (PLEASE SIGN)** | Marcus K Meyer |
| **Title:** | President |
| **Company Address: (PLEASE PRINT)** | 1425 60th St. N.E. Ste. 100 Cedar Rapids, IA 52402 |
| **Company Phone & Fax: (PLEASE PRINT)** | 319-294-6670 (Phone) 319-294-6672 (fax) |
| **E-Mail Address: (PLEASE PRINT)** | mmeyer@inteconnect.com |

# AMENDMENT TO CITY CONTRACT
# UNIVERSITY OF NEBRASKA AT LINCOLN CONTRACT 680522
# FOR CCTV SECURITY/SURVEILLANCE SYSTEMS

This Amendment is hereby entered into on this 9th day of November, 2011, by and between **The City of Lincoln participating and piggybacking the University of Nebraska at Lincoln Contract with Inteconnect Inc., 1425 60th Street N.E., Ste 100, Cedar Rapids, IA 52402,** D.O. No. 3819 the "Agreement" for **CCTV Security/Surveillance Systems, University of Nebraska at Lincoln Contract 680522**, a copy of which is attached hereto and made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **May 1, 2010 thru August 31, 2011**, with the option to renew for an additional **one (1) year periods** upon written mutual consent of both parties, not to exceed the University of Nebraska at Lincoln contract; and

WHEREAS, the parties wish to extend the agreement for the additional one (1) year term **November 1, 2011 thru October 31, 2012**; and

WHEREAS, the parties desire to change the name reflected in the contract from Fastek International LTD to Inteconnect Inc. as stated in Attachment A; and

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

1) The term of the Agreement shall be from **November 1, 2011 thru October 31, 2012.**
2) This Agreement shall reflect the name change of Fastek International LTD to Inteconnect Inc. as stated in Attachment A.
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**

Dated this 7th day of Dec. 2011

Steve Hubka

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

**Executed this 9th day of November, 2011**

| | |
|---|---|
| **Company Name: (PLEASE PRINT)** | Inteconnect Inc. |
| **By: (PLEASE PRINT)** | Marcus K. Meyer |
| **By: (PLEASE SIGN)** | Marcus K Meyer |
| **Title:** | President |
| **Company Address: (PLEASE PRINT)** | 1425 60th Street N.E. Ste. 100 Cedar Rapids, IA 52402 |
| **Company Phone & Fax: (PLEASE PRINT)** | 319-739-0868 (Phone) 319-294-6672 (fax) |
| **E-Mail Address: (PLEASE PRINT)** | mmeyer@inteconnex.com |

University of Nebraska Lincoln

UNIVERSITY SERVICES
Procurement Services

9/21/2011

Fastek International LTD
Attn: Marc Meyer
1425 60th Street N.E. Suite 100
Cedar Rapids, IA 52402

Reference: UNL Quote #680522 CCTV Security / Surveillance Prime Vendor Contract

Dear Mr. Meyer;

The purpose of this letter is to inform you the University of Nebraska-Lincoln desires to extend the above referenced contract with Fastek International LTD for one additional year. The extended contract period would be 11/1/2011 through 10/31/2012. The University of Nebraska-Lincoln expects all contracted products, pricing, terms, conditions, and all incorporated documents as set forth and referenced in UNL Quote #680522 to remain in effect.

Please make all necessary arrangements to insure that your Certificate of Liability Insurance is current and will remain in effect throughout the extended contract period. A copy of your updated Certificate of Insurance should be sent to my attention. The following sentence must be on the certificate and it must be worded in the exact manner: **"The Board of Regents of the University of Nebraska is listed as an additional insured".**

Your acceptance and concurrence with the above extension and stipulations will be evidenced by returning this letter, with your signature, to this office by September 30, 2011.

Thanks for your continued interest in the University of Nebraska. If you have any questions, please contact me at (402) 472-6307.

University of Nebraska-Lincoln

Lonnie E. Honeycutt

Lonnie E. Honeycutt, C.P.M. Date
Senior Sourcing Specialist
Procurement Services Department

~~Fastek International LTD~~ Interconnect Inc.

Marc K Meyer 9/30/2011

Marc Meyer Date
~~Managing Director CFO~~ President

c: Project File #680522, gardy

**ATTACHEMENT A**

1425 60th Street NE
Cedar Rapids, IA 52402
319.294.6664
FAX: 319.294.6672
www.fastekintl.com

October 12, 2011

Lonnie E. Honeycutt
Senior Sourcing Specialist
UNL Procurement Services
1700 Y Street
Lincoln, NE 68588-0645

Dear Mr. Honeycutt,

This letter is provided for documentation and notice to the University of Nebraska Lincoln (UNL) that the physical security and information technology business of Fastek International Ltd. providing CCTV systems and services to UNL under Fastek International Ltd. subsidiary Fastek Network Services Inc. was purchased by Inteconnect Inc. (dba Inteconnex). Marc Meyer, former Fastek International Ltd. principal shareholder, founded Inteconnect Inc. and is a principle shareholder and president of the company. The management team, staff and contracts under the physical security and information technology business including all physical security and CCTV camera systems and services for UNL are assigned by Fastek International Ltd. to Inteconnect Inc.

The physical security and information technology business of Fastek International Ltd. was separated from Fastek International Ltd. in order to provide each business with focused management, marketing and growth strategies that were no longer complementary under one corporate identity. Fastek International Ltd. business strategy focuses our future growth in the area of automated test and measurement systems for aviation and industrial clients that support product development, certification and manufacturing. Inteconnect Inc.'s business strategy continues to focus on growth as a leading systems integrator for enterprise level physical and logical security. As separate entities, each company is able to focus investment, strategic direction, marketing and sales in their respective core business areas. The separation has already allowed Inteconnect Inc. to receive funding for expansion through the Iowa Department of Economic Development, add new staff and expand office locations to include Des Moines, IA.

Fastek International Ltd. and Inteconnect Inc. continue to work closely together and both companies continue to share administrative services and office locations in Cedar Rapids, Iowa.

Both Marc Meyer and I appreciate your support in the restructuring of our businesses, and I assure you that Inteconnect Inc. will continue to provide UNL with outstanding service and system solutions.

Please contact me if you have any questions or concerns at 319-294-6664 or e-mail at adandekar@fastekintl.com.

Sincerely,

Arvind Dandekar
President
Fastek International Ltd.

# CONTRACT DOCUMENTS

## CITY OF LINCOLN
## NEBRASKA

**UNIVERSITY OF NEBRASKA AT LINCOLN**
**REQUEST FOR PROPOSAL #680522**
**CCTV SECURITY/SURVEILLANCE SYSTEMS**

**Contractor:**
**Fastek**
**Attn: Marcus Meyer**
**1425 60th Street NE, Ste 100**
**Cedar Rapids, IA 52402**

# CITY OF LINCOLN, NEBRASKA
# CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of_____2010, by and between **Fastek, 1425 60th Street NE, Ste. 100, Cedar Rapids, IA 52402** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City through local inter-governmental cooperative purchasing has chosen to participate in the University of Nebraska at Lincoln's contract resulting from Request For Proposal #680522 which was prepared in accordance with the University's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:
for all labor, material and equipment necessary to provide and deliver CCTV Security/Surveillance Systems to/for the Public Works & Utilities Department in compliance with the prices as established via the UNL Request For Proposals #680522.
And,

WHEREAS, the Contractor, in response to our request to participate in said agreement, has submitted to the City of Lincoln, Nebraska, an offer approving our participation under the same pricing structure, terms and conditions as the University of Nebraska at Lincoln (with only those exceptions stated herein);and,

WHEREAS, the University of Nebraska at Lincoln, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, 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, a copy thereof being attached to and made a part of this Contract;

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.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City 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 necessary to provide and deliver food products and related items to/for the Annual Requirements for the City of Lincoln Public Works and Utilities Department.

2. TERM OF THE AGREEMENT: The initial term of this agreement is for a period beginning May 1, 2010 thru August 31, 2011.
   - 2.1 Upon conclusion of the initial two year period, the contract may be renewed on a yearly basis with mutual agreement by both parties for three (3) additional one-year term not to exceed the term of the current University of Nebraska at Lincoln contract.
   - 2.2 If renewal of the contract for the additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than thirty (30) days prior to the expiration of the initial agreement period.
   - 2.3 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing of items and service calls will be pursuant to University of Nebraska at Lincoln Request for Proposal #680522 dated August 17, 2009.

3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owners Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the State of Nebraska shall be made available to the Owners.

4. INDEPENDENT CONTRACTOR: It is agreed that the contractor shall not be considered an employee of the City for any purpose, but shall be an independent contractor for all purposes and in all situations.

4.1 As an independent contractor, the contractor shall be responsible for all required reporting of income and payments of taxes required by the Federal, State, or Local statutes including, but not limited to: payments required under the Federal Insurance Contributions Act, income tax withholding and periodic payment of estimated taxes, and payments required under Federal Unemployment Tax Act, and any applicable State and Local sales, use or income tax.

4.2 Each party shall be responsible for its own negligence and the negligence of its employees.

5. TERMINATION PROVISIONS: The City shall have the right to terminate this contract upon thirty (30) days written notice to the Contractor for any reason without penalty to the City.

6. INSURANCE: The City will require an insurance certificate in the amounts specified on the attached sheets titled City of Lincoln Insurance Requirements with the City of Lincoln listed as an additional insured.

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 therefor, 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:

PRICING AS OUTLINED IN THE UNIVERSITY OF NEBRASKA AT LINCOLN AGREEMENT - REQUEST FOR PROPOSAL #680522

# CONTRACT AGREEMENT

The Work included in this Contract shall begin upon the execution of both parties with the term of this agreement not exceeding University of Nebraska at Lincoln Request for Proposal #680522.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. UNL Request For Proposals # 680522
4. The Insurance Requirements
5. The Insurance Certificate

These Contract Agreement, 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 by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

# CONTRACT AGREEMENT

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

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

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Approved by ~~Executive~~ Directorial or No. 03819

dated April 26, 2010

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

Fastek
Name of Corporation

ATTEST:

(SEAL)
Secretary

1425 60th St. N.E. Cedar Rapids, IA 52402
(Address)

By: Marcia K Meyer
Duly Authorized Official

President
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

**AGREEMENT**
**BETWEEN**

**THE BOARD OF REGENTS**
**OF THE**
**UNIVERSITY OF NEBRASKA**

**AND**

**FASTEK INTERNATIONAL INC.**

**FOR**

**"CCTV SECURITY / SURVEILLANCE SYSTEMS'**

**AGREEMENT**
**"CCTV SECURITY / SURVEILLANCE SYSTEMS"**

This agreement is entered into, by, and between The Board of Regents of the University of Nebraska, Lincoln, Nebraska, ("UNL") a public body corporate, and Fastek International Inc., with offices located at: 1425 60th Street, Ste 100, Cedar Rapids, IA 52402. This agreement supersedes all previous communication, verbal and written, unless otherwise noted and included below.

This agreement provides for a prime vendor contract with Fastek International Inc. to provide repair and maintenance service to UNL's existing CCTV security/surveillance systems and the installation of new CCTV security/surveillance systems

The specifications, conditions, requirements and information as set forth in University of Nebraska RFP #680522 August 17, 2009 and corresponding proposal changes dated September 30, 2009 are hereby incorporated in this agreement.

Fastek shall provide a Certificate of Liability Insurance naming the Board of Regents of the University of Nebraska as an additional insured. This certificate must be on file at the Purchasing Department 1700 "Y" Street, Lincoln, Nebraska 68588-0645 prior to the start date of the contract (October 1, 2009) and maintained throughout the term of the agreement.

The base contract term will be two (2) years beginning October 1, 2009 through September 30, 2011. The contract may be renewed for additional three (3) periods of twelve (12) months each upon completion of the initial base contracted period, provided written mutual concurrence of both parties is exercised in writing, ninety (90) days prior to the expiration of the existing contract. Any contract extension beyond a five year period will be at the sole discretion of the University of Nebraska-Lincoln Vice Chancellor for Business and Finance.

**For the Board of Regents**
**of the University of Nebraska**

Gary L. Kraft

**Gary L. Kraft**
**Director of Purchasing**

**Date** 10-9-09

**For Fastek International Inc.**

Marcus K Meyer

**Marcus K. Meyer**
**President**

**Date** 10/1/2009

c: Bid File #393435, Honeycutt, Gardy

University of Nebraska – Lincoln

Office of University Services

Purchasing Department

1700 Y Street

Lincoln, NE 68588

August 17, 2009

Request for Proposal # 680522

# CCTV SECURITY / SURVEILANCE SYSTEMS

fastek

1425 60th Street NE, Suite 100 · Cedar Rapids IA 52402 · Ph 319.294.6664 · Fax 319.294.6672 · www.fastekintl.com

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