

Resolution

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**Annual Services  
Integrated Interactive Voice Response System  
RFP 16-102**

**Selectron Technologies, Inc.  
12323 SW 66<sup>th</sup> Ave.  
Portland, OR 97223  
503-597-3315**

**CITY OF LINCOLN  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Selectron Technologies, Inc., 12323 SW 66<sup>th</sup> Avenue, Portland, OR 97223, 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:

**Integrated Interactive Voice Response System, RFP 16-102**

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 pricing as listed in the Payment Schedule in Attachment A, and the terms listed in Attachment B, a copy thereof being attached here to and made a part of this Contract. The pricing for the first year includes set up fees, maintenance fees and hosting - \$100,750.00; year 2 maintenance and hosting - \$50,420.00; year 3 maintenance and hosting - \$51,229.00; and year 4 maintenance and hosting - \$32,077.00 for a total of \$234,476.00 for the term of this contract with an option to renew for an additional one (1) year term for \$52,969.00. These costs shall not exceed these amounts without approval by the City of Lincoln.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
  
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
  
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
  
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term with the option to renew for one (1) additional one (1) year term.
  
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Attachment C - Master Services and Hosting Agreement
  3. Attachment A - Payment Schedule
  4. Attachment B - Contract terms
  5. Accepted Proposal/Supplier Response
  6. Statement of Work
  7. Insurance Certificate
  8. Addendum No. 1 and 2
  9. Specifications
  10. Instructions to Proposal
  11. Insurance Requirements
  12. Sales Tax Exemption Form 13

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

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

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

Vendor Signature Page  
City of Lincoln Signature Page

Vendor Signature Page

CONTRACT  
Integrated Interactive Voice Response System  
RFP No. 16-102  
City of Lincoln  
Selectron Technologies, Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

\_\_\_\_\_  
Secretary Seal

Selectron Technologies Inc.  
Name of Corporation

12323 SW 66<sup>th</sup> Ave, Portland OR 97223  
Address

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

**City of Lincoln Signature Page**

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**CONTRACT**  
**Integrated Interactive Voice Response System**  
**RFP No. 16-102**  
**City of Lincoln**  
**Selectron Technologies, Inc.**

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

ATTEST:

CITY OF LINCOLN, NEBRASKA

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

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

Approved by Resolution No. \_\_\_\_\_

dated \_\_\_\_\_

In Witness Whereof, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

**SELECTRON TECHNOLOGIES, INC.**

**LICENSEE**

By:  \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: Todd A. Johnston

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: 7/21/16

Date: \_\_\_\_\_

Address: 12323 SW 66<sup>th</sup> Avenue

Address: \_\_\_\_\_

Portland, OR 97223

\_\_\_\_\_  
\_\_\_\_\_



12323 SW 56th Ave | Portland, OR 97223  
 Phone: 866.878.0048 | Fax: 503.443.2052  
 www.selectron.com | info@selectron.com

HOSTED - Relay IVR & Outbound Solution Pricing						
Pricing provided below assumes a 3 year initial contract term						
	Year 1	Year 2	Year 3	Year 4	Year 5	Payment Schedule
<b>6.9.1</b>	<b>Deployment efforts inclusive of:</b>					
6.9.1.1	Included	N/A	N/A	N/A	N/A	
6.9.1.2	Included	N/A	N/A	N/A	N/A	
6.9.1.3	Included	N/A	N/A	N/A	N/A	
6.9.1.4	Included	N/A	N/A	N/A	N/A	
6.9.1.5	\$51,100	N/A	N/A	N/A	N/A	30% Invoiced when initial call flow is delivered to City 30% Invoiced upon Final Acceptance of Call Flow 20% Invoiced when solution is provided to City for UAT 20% Invoiced upon Final Acceptance of System or Go-Live
6.9.1.6	Included	N/A	N/A	N/A	N/A	
6.9.1.7	N/A	N/A	N/A	N/A	N/A	
6.9.2	Included	N/A	N/A	N/A	N/A	
6.9.3	\$15,400	\$16,170	\$16,979	\$17,827	\$18,719	<b>Annual Managed Service Fee</b> Year 1 30% Invoiced when initial call flow is delivered to City 30% Invoiced upon Final Acceptance of Call Flow 20% Invoiced when solution is provided to City for UAT 20% Invoiced upon Final Acceptance of System or Go-Live Years 2-5 Invoiced 100% 45 days prior to start of given year
6.9.4	Included	N/A	N/A	N/A	N/A	
6.9.5	Included	N/A	N/A	N/A	N/A	
6.9.6	N/A	N/A	N/A	N/A	N/A	
6.9.7	\$19,250	\$19,250	\$19,250	\$19,250	\$19,250	<b>Annual IVR Call Fees</b> YEAR 1 30% Invoiced when initial call flow is delivered to City 30% Invoiced upon Final Acceptance of Call Flow 20% Invoiced when solution is provided to City for UAT 20% Invoiced upon Final Acceptance of System or Go-Live Years 2-5 Invoiced 100% 45 days prior to start of given year <b>Annual Outbound Delivered Message Fees</b> YEAR 1 30% Invoiced when initial call flow is delivered to City 30% Invoiced upon Final Acceptance of Call Flow 20% Invoiced when solution is provided to City for UAT 20% Invoiced upon Final Acceptance of System or Go-Live Years 2-5 Invoiced 100% 45 days prior to start of given year
	<b>ANNUAL TOTAL</b>	<b>\$100,750</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$52,969</b>
	<b>5 Year Cumulative Total</b>	<b>\$287,445</b>	**** Upon start up of year 4 of service, City will be given a \$20,000 discount. Year 4 total would be \$52,077 prior to discount.			

**\*\* Call Definition: IVR Services are provided by the Call. A Call is defined as a successful completed connection. A Call can be up to 4 minutes in length, with each additional 4 minute period counted as an additional Call. Actions such as transfer that result in multiple connected circuits are counted on the per circuit basis and are measured for the duration of the connection including the time after a transfer occurs.**

**\*1 onsite trip to kick off the project and review the initial call flow document and 1 onsite trip to conduct training are included in the pricing outlined above. If needed, additional onsite visits can be negotiated with the City.**

**\*\*\* Outbound messages are purchased in annual message bundles. Messages, as defined by the agreement, that are not used rollover to the next qualifying renewal. The rollover messages from one period may only be used to offset overages in the next immediate period. If there are no overages from one period, the rollover messages from the prior period expire. A qualifying renewal is one that is equal to or greater than the previous period. If customer chooses to reduce their annual plan renewal, rollover messages do not apply.**



12323 SW 66th Ave | Portland, OR 97223  
Phone: 866.878.0048 | Fax: 503.443.2052  
www.stigov.com | info@stigov.com

June 16, 2016

Bob Walla ,CPPB  
City of Lincoln Purchasing  
440 So. 8<sup>th</sup> Street, Suite 200  
Lincoln, NE 68508

Mr. Walla,

In response to clarifications regarding Bid No. 16-102 for the Integrated Interactive Voice Response System, Selectron is providing the following information.

Term

Selectron is agreeable to a 4 year initial contract term, with renewable option years.

Training

The \$15,400 under the Annual Managed Service Fee includes all the hosting and support of the system in year 1, and includes the training on the system. Selectron will send a Training Specialist onsite to the City of Lincoln for two (2) business days to conduct web administration training for our Relay IVR and Outbound solutions before the systems are brought into production. This includes training on how to access the web administration portal, run system reports and schedule outbound campaigns. Selectron recommends a four (4) student maximum per 2 hour training session. Multiple training sessions can be scheduled to accommodate the City personnel that need to receive this training. If, in the future, the City would like additional training, Selectron will provide training remotely through an online meeting at no cost to the City.

Payment Terms

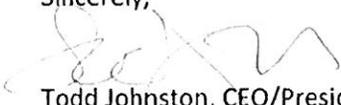
30% of Year 1 fees due when initial call flow is delivered to City  
30% of Year 1 fees due upon Final Acceptance of Call Flow  
20% of Year 1 fees due when solution is provided to City for User Acceptance Testing  
20% of Year 1 fees due upon Final Acceptance of System or Go-live

Annual Managed Service Fee, Call Fee, and Outbound Messages Fee for Years 2-4 will be billed 100% 45 days prior to the start of the given year. Any option years would be handled the same.

Managed Service (Hosting and Support)

Year 1 hosting/support shall begin upon Final Acceptance of System by the City of Lincoln or Go-Live.

Sincerely,

  
Todd Johnston, CEO/President  
Selectron Technologies

**Trusted Solutions.  
Real Value.**