

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY FOR LIBRARY DATA LINES
BID NO. 12-263
FIRST RENEWAL**

This Amendment is hereby entered into on this 23 day of Dec, 2013 by and between Windstream Communications, P.O. Box 81309 Lincoln, NE 68501-1309 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated December 17, 2012, under D. O. No. 08520, (the "Agreement"), for The Annual Supply for Library Data Lines, Bid No. 12-263, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is July 1, 2013 through June 30, 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 July 1, 2014 through June 30, 2015; 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 July 1, 2014 through June 30, 2015.
- 2) 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 <u>6th</u> day
of <u>January</u> 201 <u>4</u>
<u>Patricia Peace</u>
Library Director

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

Company Name (PLEASE PRINT)	Windstream Communicatin
By (PLEASE PRINT)	Cheryl Krueger
By (PLEASE SIGN)	<u>Cheryl Krueger</u>
Title	Regional Sales Director
Company Address (PLEASE PRINT)	1440 M ST, LINCOLN 68506
Company Phone & Fax (PLEASE PRINT)	402 437-7215
E-Mail Address (PLEASE PRINT)	cheryl.krueger@windstream.com
Date	Dec 23, 2013.

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

**Annual Requirements for Library Data Lines
Bid No. 12-263**

**Windstream Communications
1440 M St. 6th Floor
Lincoln, NE 68508
402.437.7200**

**LIBRARY DATA LINES AGREEMENT BETWEEN
WINDSTREAM NEBRASKA, INC.
AND LINCOLN CITY LIBRARIES**

THIS CONTRACT, made and entered into this 5th day of December, 2012, by and between Windstream Communications, 1440 "M" Street, 6th Floor, Lincoln, NE 68508 (hereinafter referred to as "Contractor") and the City of Lincoln, Nebraska, a municipal corporation, (hereinafter referred to as the "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:

Annual Requirements for Library Data Lines, Bid No. 12-263

and,

WHEREAS, 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 said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, 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 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; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part fo 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 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 int eh manner provided by the City:

The City will pay for products/services, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of the Contract for a total of \$54,612.00.

3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person

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, promotion, 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 USC 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 terminated 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. Is 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 fo 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, worker's 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. The work included in this Contract shall begin as soon as possible from date of executed contract. The contract period shall be July 1, 2013 thru June 30, 2014 with the option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract and consist of the following:
 - a. Contract Agreements

- b. Accepted Proposal\Supplier Response
- c. Specifications
- d. Instructions to Bidders
- e. Notice to Bidders
- f. Insurance Requirements
- g. 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 the Contract shall by these presents 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:

Jan E. Rose
City Clerk



CITY OF LINCOLN, NEBRASKA

Kathy McKellip
Library Board President

Approved by:

08520

Directorial Order No.

Dated DEC 17 2012

EXECUTION BY CONTRACTOR

ATTEST:

Secretary (SEAL)

Windstream
Name of Corporation

1440 W. St. Lincoln, NE 68508
Address

By: Cheryl K... [Signature]
Duly Authorized Official

Sales Director
Legal Title of Official

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 12-263
 Title Annual Requirements for
 Library Data Lines
 Bid Type Bid
 Issue Date 10/01/2012
 Close Date 10/29/2012 12:00:00 PM CST
 Need by Date

Contact Information

Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68516
 Contact Shelly Hinze
 Purchasing
 Department
 Building
 Suite 200
 Floor/Room
 Telephone (402) 441-8313
 Fax (402) 441-6513
 Email rhinze@lincoln.ne.gov

Ship to Information

Address

 Contact

 Department
 Building

 Floor/Room
 Telephone
 Fax
 Email

Supplier Information

Company Windstream Communications
 Address 1440 M St 6th Floor

 Lincoln, NE 68508
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 437-7200
 Fax 1 (402) 437-7295
 Email
 Submitted 10/26/2012 1:40:10 PM CST
 Total \$54,612.00

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	Renewal is an Option	Contract Extension Renewal is an option.	Yes
5	Term Clause of Contract	(a) Contract period will be for one year with the option to renew for three (3) additional one year periods. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a) Yes, (b) No, (c) N/A
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Order Process Fee	Does your company charge an order process fee? Yes/No_____. If Yes, What is the fee? \$_____.	No
8	Installation	List your charge for installation.	\$365.00
9	Contact	Name of person submitting this bid:	Ryan Sanne
10	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	12	Months	10 meg TLS Data Lines from Bennet Martin Library to Anderson Library	\$560.00
Item Notes: Unit price is for the monthly fee for this service location.				
Supplier Notes:				
2	12	Months	10 meg TLS Data Lines from Bennet Martin Library to Bethany Library	\$560.00
Item Notes: Unit price is for the monthly fee for this service location.				
Supplier Notes:				
3	12	Months	10 meg TLS Data Lines from Bennet Martin Library to Eiseley Library	\$560.00
Item Notes: Unit price is for the monthly fee for this service location.				
Supplier Notes:				
4	12	Months	10 meg TLS Data Lines from Bennet Martin Library to Gere Library	\$560.00
Item Notes: Unit price is for the monthly fee for this service location.				
Supplier Notes:				
5	12	Months	10 meg TLS Data Lines from Bennet Martin Library to South Library	\$560.00
Item Notes: Unit price is for the monthly fee for this service location.				
Supplier Notes:				
6	12	Months	10 meg TLS Data Lines from Bennet Martin Library to Walt Library	\$560.00
Item Notes: Unit price is for the monthly fee for this service location.				
Supplier Notes:				
7	12	Months	10 meg TLS Data Lines from Bennet Martin Library to Williams Library	\$560.00
Item Notes: Unit price is for the monthly fee for this service location.				
Supplier Notes:				
8	12	Months	20 meg TLS Data line from Bennett Martin Library to the internet provider/cloud including access charges.	\$631.00
Item Notes: Unit price is for the monthly fee for this service location.				
Supplier Notes:				

9	1	EA	Lump sum for any additional equipment, wiring, cabling, supplies to complete the project.	\$0.00
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Item Notes:

Supplier Notes:

Response Total:	\$54,612.00
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Specifications
City of Lincoln - Library Data Lines

1. Supplemental Instructions

- 1.1. The City of Lincoln intends to enter into a contract for eight (8) Data Lines for eight (8) City of Lincoln Library locations.
- 1.2. Contractor shall submit bid documents and all supporting material via e-bid.
- 1.3. All inquiries regarding these specifications shall be directed to Rachelle Hinze, Buyer, via e-mail request to (rhinze@lincoln.ne.gov) or faxed request to (402) 441-6513.
 - 1.3.1. These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
- 1.4. Bid is for data lines as specified only.

2. TLS Data Line Specifications

- 2.1. 10 meg TLS Data Lines are from Bennett Martin Public Library, 136 S. 14th Street, Lincoln, NE 68508 to each of seven (7) libraries.
 - 2.1.1. Anderson - 3635 Touzalin Ave., Lincoln, NE 68507
 - 2.1.2. Bethany - 1810 N. Cotner Blvd., Lincoln, NE 68505
 - 2.1.3. Eiseley - 1530 Superior St., Lincoln, NE 68521
 - 2.1.4. Gere - 2400 S. 56th St., Lincoln, NE 68506
 - 2.1.5. South - 2675 South St., Lincoln, NE 68502
 - 2.1.6. Walt - 6701 S. 14th St., Lincoln, NE 68512
 - 2.1.7. Williams - 5000 Mike Scholl St., Lincoln, NE 68524
 - 2.1.7.1. Current equipment used:
 - 2.1.7.2. Actelis Metalight 58
 - 2.1.7.3 Cisco 1841 Router
- 2.2. 20 meg TLS Data Line from Bennett Martin Public Library, 136 S. 14th Street, Lincoln, NE 68508 to the internet provider/"cloud".

3. TLS (Transport LAN Service) and IP VPN

- 3.1. TLS Access & Port Charges
 - 3.1.1. 10/100 Base T Ethernet port policed @ 10M bps at seven (7) libraries.
 - 3.1.1.1. Anderson - 3635 Touzalin Ave., Lincoln, NE 68507
 - 3.1.1.2. Bethany - 1810 N. Cotner Blvd., Lincoln, NE 68505
 - 3.1.1.3. Eiseley - 1530 Superior St., Lincoln, NE 68521
 - 3.1.1.4. Gere - 2400 S. 56th St., Lincoln, NE 68506
 - 3.1.1.5. South - 2675 South St., Lincoln, NE 68502
 - 3.1.1.6. Walt - 6701 S. 14th St., Lincoln, NE 68512
 - 3.1.1.7. Williams - 5000 Mike Scholl St., Lincoln, NE 68524
 - 3.1.2. 10/10 Base T Ethernet port policed @ 20M bps at one (1) library.
 - 3.1.2.1. Bennett Martin - 136 S. 14th Street, Lincoln, NE 68508

4. Contract

- 4.1. The awarded contract will cover all libraries listed using existing equipment or supplying new equipment.
- 4.2. Contract period will be July 1, 2013 through June 30, 2014 with options to renew for three (3) additional one year periods.
- 4.3. Contractor must have a Service Provider Identification Number (SPIN) for application of the Schools and Libraries E-rate program.