

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
Internet Service Provider  
Bid No. 14-016**

**Windstream Communications  
1440 M Street, 6<sup>th</sup> Floor  
Lincoln, NE 68508  
(402)437-7242**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between **Windstream Communications, 1440 M Street, 6<sup>th</sup> Floor, Lincoln, NE 68508**, 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 Requirements for Internet Service Provider, Bid No. 14-016** 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 proposal for 250Mb Internet Service at \$750.00/Month for 48 months and Cisco 3925E Router equipment at a one-time cost of \$7,210.50.**

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

**The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The total cost of products and services for City departments shall not exceed \$43,210.50 during the contract term without prior approval.**

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

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term with option for one (1) additional four (4) year renewal. The installation included in this Contract shall be completed 59 days or less from Notice to Proceed.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Accepted Proposal/Supplier Response
  3. Addendum No. 1
  4. Specifications
  5. Instructions to Bidders
  6. Insurance Requirements
  7. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

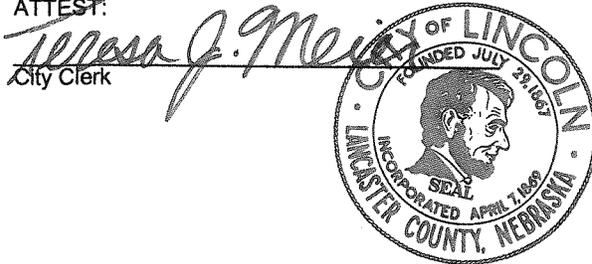
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

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

ATTEST:

City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Resolution: A-88101

Dated February 10, 2014

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Secretary \_\_\_\_\_ (SEAL)

Windstream Communications

Name of Corporation

1440 M St., 6th Floor, Lincoln, NE  
(Address) 68508

By: \_\_\_\_\_  
Duly Authorized Official

Regional Sales Director  
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		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	14-016 Addendum 1	Department		Department
Title	Internet Service Provider - City of Lincoln/Lancaster County	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	12/20/2013	Telephone	1 (402) 441-8309	Telephone
Close Date	1/3/2014 12:00:00 PM CT	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rwalla@lincoln.ne.gov	Email

## Supplier Information

Company Windstream Communications  
 Address 1440 M Street 6th Floor  
 Lincoln, NE 68508  
 Contact Ryan Sanne  
 Department Sales  
 Building  
 Floor/Room 6th Floor  
 Telephone 1 (402) 437-7242  
 Fax 1 (402) 437-7295  
 Email  
 Submitted 1/3/2014 10:17:35 AM CT  
 Total \$36,000.00

Signature \_\_\_\_\_

## Supplier Notes

Thank you for the opportunity!

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Contact	Name of person submitting this bid:	Ryan Sanne
6	Electronic Signature	Please check here for your electronic signature.	Yes
7	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which you may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
8	Projected Moving Costs	In the event the City IS Department moves from their current location, will you charge the City to move your equipment and reconnect it at a new site in the Lincoln City Limits? YES or NO If YES, please provide the cost for the move?	Yes, cost of move is dependent upon location of where services will be moved to and what facilities are currently available at that location. If fiber is available, typical move charges are approximately \$500, if a fiber build is required there will be an additional cost.
9	Tactical Plan	I have completed my Tactical Plan on company letterhead and attached it to the Response Attachment section of the ebid response as required in Section 4 of the Specifications.	YES
10	Maintenance Information	I have completed the Maintenance Information on company letterhead and attached it to the Response Attachment section of the ebid response as required in Section 4 of the Specifications.	Yes
11	References	I have completed my References on company letterhead and attached it to the Response Attachment section of the ebid response as required in Section 4 of the Specifications.	Yes
12	Equipment List	I have completed my Equipment List on company letterhead and attached it to the Response Attachment section of the ebid response as required in Section 1.8 of the Specifications.	Yes
13	Equipment Pricing	Is there a cost for the equipment and installation of a turnkey system for the project as it is described? Yes or NO If Yes, what is the cost?	There is an equipment cost (see attached equipment pricing in Response Attachments. There is no cost for installation with 4 year contract.
14	Mb Pricing	What is the per Mb rate for 250Mb service being provided according to the Specifications?	250Mb - 500Mb the cost is \$3 per Mb. 501Mb - 1000Mb the cost is \$2.50 per Mb.
15	100 Mb Additional Block Pricing	Do you agree to charge the City at the same rate per Mb or a lower rate per Mb for additional blocks of 100Mb during the contract period? Yes or No If No, why?	Yes

16 Term Clause with Escallation/De-Escalation I acknowledge that the term of the contract will be a (4) a). Yes b). No  
four year term from the date of the executed  
contract.<BR>  
(a) Bid prices firm for the first full contract period.<BR>  
YES or NO<BR>  
(b) Bid prices subject to escallation/de-escalation <BR>  
YES or NO <br>  
(c) If (b), state period for which prices will remain firm:  
through \_\_\_\_\_

17 Agreement to Addendum No. 1 Respondent hereby certifies that the change set forth in Yes  
this addendum has been incorporated in their proposal and  
is part of their bid. <br>Reason: See Bid Attachments  
section for Addendum information.

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Line Items

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#	Qty	UOM	Description	Response
1	48	Months	250Mb Internet Service Only bid per month price	\$750.00

Item Notes:

Supplier Notes: Bid is \$3.00 per Mb up to 500Mb, for bandwidth of 501Mb to 1000Mb the price is \$2.50 per Mb.

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Response Total: \$36,000.00

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**SPECIFICATION  
REQUEST FOR PROPOSALS  
INTERNET SERVICE PROVIDER**

**1. GENERAL NOTICE AND SUPPLEMENTAL INSTRUCTIONS**

- 1.1 The City of Lincoln Information Services Department is seeking bids for internet connectivity from an Internet Service Provider, (ISP).
- 1.2 The City currently maintains a WEB site, performs FTP functions and utilizes internet mail capabilities.
- 1.3 Any deviation from these specifications must be documented on Company Letterhead and attached to the Supplier Response section of your ebid response.
- 1.4 Vendor must submit their bid and all attachments via the City/County e-bid system.
  - 1.4.1 To submit a bid, Vendor must be a registered with the City of Lincoln/Lancaster County Purchasing Dept.
  - 1.4.2 To register, go to the City of Lincoln website; [lincoln.ne.gov](http://lincoln.ne.gov)  
type e-bid in search box  
click on "supplier registration"  
follow instructions to completion.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Assistant Purchasing Agent ([rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)) Or Fax: (402)441-6513.
  - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders as an electronic addenda.
  - 1.5.2 All inquiries must be submitted to Purchasing Office 5 days prior to the bid opening.
  - 1.5.3 Vendors are not allowed to discuss this Bid with any City, County or Public Building Commission employee or elected official other than the City/County Purchasing Staff through the award process.
    - 1.5.3.1 Failure to follow this requirement may result in immediate disqualification of your bid.
  - 1.5.4 Any inconsistencies in the Specifications or Bid Documents must be reported in writing to the Assistant Purchasing Agent prior to the closing of the bid.
- 1.6 The term of the contract to be awarded will be (4) four years with the option to renew for an additional (4) year term upon mutual agreement by all parties.
- 1.7 Awarded Vendor shall not assign services to any other company during the term of the awarded contract without written approval by the City of Lincoln.
- 1.8 Vendor shall provide a fixed monthly fee for a speed link of 250Mb for services for the duration of the initial contract term and a separate price for all equipment and installation which will provide a complete turnkey system.
  - 1.8.1 Vendor shall provide a complete list of equipment which will be installed on company letterhead and attached to the Response Attachment section of the ebid response.
    - 1.8.1.1 If the Vendor included the cost of equipment and installation into the monthly price, they shall indicate so in the Attribute section of the ebid response.
  - 1.8.2 Vendor shall list the per Mb rate in the Attribute section of the ebid response which was used to formulate the monthly fee shown in the Line Items.
  - 1.8.3 The City Information Services Department and Purchasing may request additional information from Vendors regarding service and equipment during the evaluation process.

- 1.9 The City may purchase additional Mb during the term of the contract in blocks of 100Mb.
  - 1.9.1 Vendor shall agree to charge the City the same or a lower cost per Mb for these additional blocks.
  - 1.9.2 Following negotiations for the Mb cost for additional blocks, a contract amendment will be executed in writing by both parties.
- 1.10 Award of contract will be made to the lowest, responsible, responsive bidder as determined by the City staff.

## **2. PROJECT DESCRIPTION AND CONFIGURATION**

- 2.1 Connection to ISP
  - 2.1.1 Internet connectivity is currently provided via a single-mode fiber optic connection to the ISP for the City.
  - 2.1.2 The current speed of the link is one full 50Mb connection.
    - 2.1.2.1 The City is requiring that the new service provided under an awarded contract have a speed link of 250Mb.
  - 2.1.3 The connection to the City is currently located at 233 South 10th Street Lincoln, Ne.
    - 2.1.3.1 The City IS Department may consider a move to a different location within the City limits of Lincoln during the term of the contract.
    - 2.1.3.2 In the event the City IS Department moves to a new location within the City Limits of Lincoln during the term of the contract, Vendor will coordinate the moving of equipment with the IS Department staff.
    - 2.1.3.3 Vendor shall indicate any projected costs for moving equipment to a different facility during the term of the contract in the Attribute section of the ebid response.
- 2.2 Demark Router
  - 2.2.1 The demark router is provided by the ISP, and is currently a Cisco unit.
- 2.3 ISP Egress
  - 2.3.1 The current ISP's egress to the internet is one full 50Mb connection.
- 2.4 Usage
  - 2.4.1 There are currently no limitations to the number of users or the amount of traffic generated by or received by the City.
  - 2.4.2 The monthly rate is flat and not based on usage.
- 2.5 The current ISP provides the following additional services
  - 2.5.1 Net News Transfer Protocol Services (NNTP) for City.
  - 2.5.2 Secondary Domain Name Services (DNS) for City.
  - 2.5.3 Technical Support Services 24hours per day, 365 days per year.
  - 2.5.4 City will require no Internet Protocol (IP) or address blocks
    - 2.5.4.1 The City currently utilizes it's own registered internet address blocks.

## **3. LINCOLN ELECTRIC SERVICES**

- 3.1 All of the services listed for City are also provided to Lincoln Electric Services at no additional cost.
  - 3.1.1 LES shares the same connection and services with the City of Lincoln.

**4**

**SUBMITTALS**

- 4.1 Vendor shall submit a Tactical Plan for implementation, including detailed listing of hardware configuration, a network diagram, the connection speed and a project time line for the project.
  - 4.1.1 Tactical plan shall be typed and drawn on company letterhead or clearly marked with the company name and bid number, and attached to the Response Attachment section of the ebid response.
- 4.2 Vendor shall describe the extent of maintenance to be provided for these services, including how maintenance is accessed, availability of maintenance personnel, and response time.
  - 4.2.1 Maintenance information shall be typed on company letterhead and attached to the Response Attachment section of the ebid response.
- 4.3 Vendor shall provide a list of at least (3) three references of which have been receiving services which meet or exceed those listed in these Specifications.
  - 4.3.1 Reference information shall include the company name, contact name, company address, email address, and type of services provided.
  - 4.3.2 Reference information shall be typed on company letterhead and attached to the Response Attachment section of the ebid response.
- 4.4 Vendor may submit any value added services which will be offered by the Vendor if awarded the contract.
  - 4.4.1 Value added information shall be typed on company letterhead and attached to the Response Attachment section of the ebid response.

# **ADDENDUM #1**

**Issue Date:12/24/13**

## **SPECIFICATION NO.14-016**

**FOR**

### **Internet Service Provider**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

**PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.**

1. I understand that you currently have a 50 Meg Internet connection and the RFP is for 250 Meg of Internet. In the information, it is indicating that the City of Lincoln could/would like the opportunity to increase the connection (if needed) at any time during the contract term (48 months). It indicates that you would like to see pricing in 100 Meg increments from the 250 Meg. How far should we provide pricing for? Up to 1 Gig?

The pricing requested in the Attribute section of the ebid is a per Mb rate in 100Mb increments up to 1G at or below the Mb rate of the initial 250Mb.

**End of Addendum**