

**AMENDMENT TO CONTRACT  
ANNUAL REQUIREMENTS FOR EDACS/OPENSKY TWO-WAY RADIO EQUIPMENT  
CITY OF LINCOLN  
Sole Source  
Renewal**

This Amendment is hereby entered into by and between Racom Corporation, c/o Cindy Sorum, 5700 Culwells Rd., Lincoln, NE 68516 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract executed under Executive Order No. 82924, dated March 1, 2010, for the Annual Requirements for Radio/Communications Equipment, EDACS/OPENSKY Two-Way Radio Equipment, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 1, 2010 through February 28, 2011, with the option for yearly renewals upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by City Executive Order No. 83884 on March 14, 2011, to renew the Contract for an additional one (1) year period from March 1, 2011 through February 28, 2012; and

WHEREAS, the Contract was amended by City Executive Order No. 84827 on March 12, 2012, to renew the Contract for an additional one (1) year period from March 1, 2012 through February 28, 2013; and

WHEREAS, the Contract was amended by City Executive Order No. 85780 on February 14, 2013, to renew the Contract for an additional one (1) year period from March 1, 2013 through February 28, 2014; and

WHEREAS, the Contract was amended by City Executive Order No. 86904 on February 18, 2014, to renew the Contract for an additional one (1) year period from March 1, 2014 through February 28, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning March 1, 2015 through February 29, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$100,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Directorial Order No. 82924 and stated herein the parties agree as follows:

- 1) The parties wish to renew the Contract for an additional one (1) year term beginning March 1, 2015 through February 29, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$100,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

C:\Users\lgcfll\Desktop\Sole Source - A-R for EDACS.wpd

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall

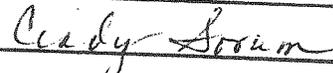
be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this 24<sup>th</sup> day  
of March 2015  
  
Chris Beutler, Mayor

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

Company Name:	RACOM CORPORATION
By: (Please Sign)	
By: (Please Print)	Cindy Sorum
Title:	Business Development Manager
Company Address:	5700 Gulwells Rd., Lincoln, NE 68516
Company Phone & Fax:	402-489-9911 Phone 402-483-0365 FAX
E-Mail Address:	cindy.sorum@racom.net
Contact Person for: "Orders or Service"	Cindy Sorum
Contact Phone Number:	402-489-9911
Date:	02/26/2015

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL REQUIREMENTS FOR  
EDACS/OPENSKY TWO-WAY RADIO EQUIPMENT  
(SOLE SOURCE)**

This Amendment is hereby entered into on this 18<sup>th</sup> day of February, 2014, by and between Racom Corporation, c/o Cindy Sorum, 5700 Culwells Rd., Lincoln, NE 68516 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated March 1, 2010, under E.O. No. 082924, (the "Contract"), for **The Annual Requirements for Radio/Communications Equipment EDACS/OpenSky Two-Way Radio** which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is March 1, 2010 through February 28, 2011, with the option for yearly renewals upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one (1) year period from March 1, 2011 through February 28, 2012,

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one (1) year period from March 1, 2012 through February 28, 2013,

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one (1) year period from March 1, 2013 through February 28, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning March 1, 2014 through February 28, 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 March 1, 2014 through February 28, 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.

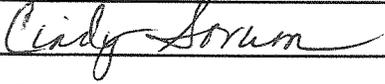
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

Dated this <u>18<sup>th</sup></u> day
of <u>Febr.</u> 2014

Chris Beutler, Mayor

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

<b>Company Name: (PLEASE PRINT)</b>	RACOM CORPORATION
<b>By: (PLEASE PRINT)</b>	Cindy Sorum
<b>By: (PLEASE SIGN)</b>	
<b>Title: (PLEASE SIGN)</b>	Business Development Manager
<b>Company Address: (PLEASE PRINT)</b>	5700 Culwells Rd., Lincoln, NE 68516
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	402-489-9911 - Phone 402-483-0365 FAX
<b>E-Mail Address: (PLEASE PRINT)</b>	cindy.sorum@racom.net
<b>Date: (PLEASE PRINT)</b>	01/30/2014



**RACOM**  
Critical Communications

January 23, 2014

Ms. Kim Wilnes  
**Purchasing Division**  
440 So. 8<sup>th</sup> Street  
Suite 200, Southwest Wing  
Lincoln, NE 68508

Dear Ms. Wilnes:

RACOM Corporation will extend the City of Lincoln a fifteen per cent discount off the list price for EDACS and Open Sky terminal equipment. In addition there will be a special ten per cent discount on equipment purchases for EDACS and Open Sky customers not utilizing the RACOM Network. The discounts will apply to EDACS and Open Sky mobiles, portables, repeaters, feature data and accessories available on our most current price list. The discount on vendor (V) items is 10%.

Excluded from the discount and rebate are Programming Software and Programming Cables.

Shipping will be billed actual charges on all orders.

The discount will be effective beginning March 1<sup>st</sup>, 2014 thru February 28<sup>th</sup>, 2015.

If you have questions, please don't hesitate to call.

Best Regards,

*Cindy Sorum*

Cindy Sorum  
Business Development Manager  
**RACOM CORPORATION**

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL REQUIREMENTS FOR  
EDACS/OPENSKY TWO-WAY RADIO EQUIPMENT  
SOLE SOURCE (YEARLY RENEWAL)**

This Amendment is hereby entered into on this 14<sup>th</sup> day of February, 2013 by and between Racom Corporation, c/o Cindy Sorum, 5700 Culwells Rd., Lincoln, NE 68516 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated March 1, 2010, under E. O. No. 082924, (the "Agreement"), for The Annual Requirements for EDACS/OpenSky Two-Way Radio Equipment, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is March 1, 2010 thru February 28, 2011, with the option for yearly renewals upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning March 1, 2013 thru February 28, 2014; 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 March 1, 2013 thru February 28, 2014.
- 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.

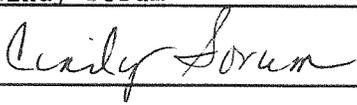
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

Dated this <u>14<sup>th</sup></u> day of <u>February</u> 2013
 Chris Beutler, Mayor

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

Executed this 14<sup>th</sup> day of February, 2013

Company Name: (PLEASE PRINT)	RACOM CORPORATION
By: (PLEASE PRINT)	Cindy Sorum
By: (PLEASE SIGN)	
Title:	Business Development Manager
Company Address: (PLEASE PRINT)	5700 Culwells Rd., Lincoln, NE 68516
Company Phone & Fax: (PLEASE PRINT)	402-489-9911 - Phone 402-483-0365 - FAX
E-Mail Address: (PLEASE PRINT)	cindy.sorum@racom.net



**RACOM**  
Critical Communications

January 28, 2013

Ms. Suzanne Siemer  
Purchasing Division  
440 So. 8<sup>th</sup> Street  
Suite 200, Southwest Wing  
Lincoln, NE 68508

Dear Ms. Siemer:

RACOM Corporation will extend the City of Lincoln a fifteen per discount off the list price for EDACS and Open Sky terminal equipment. In addition there will be a special ten per cent discount on equipment purchases for EDACS and Open Sky customers not utilizing the RACOM Network. The discounts will apply to EDACS and Open Sky mobiles, portables, repeaters, feature data and accessories available on our most current price list. The discount on vendor (V) items is 10%.

Excluded from the discount and rebate are Programming Software and Programming Cables.

Shipping will be billed actual charges on all orders.

The discount will be effective beginning March 1<sup>st</sup>, 2013 thru February 28<sup>th</sup>, 2014.

If you have questions, please don't hesitate to call.

Best Regards,

Cindy Sorum  
Business Development Manager  
RACOM CORPORATION

84827

**Amendment to Agreement for  
Annual Requirements for  
EDACS/OpenSky Two-Way Radio Equipment  
(Sole Source)**

This Amendment is hereby entered into on this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between **Racom Corporation, c/o Cindy Sorum, 5700 Culwells Rd., Lincoln, NE 68516** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **March 1, 2010**, under E.O. No. **082924**, (the "Contract"), for **The Annual Requirements for EDACS/OpenSky Two-Way Radio Equipment (Sole Source)** which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **March 1, 2010 thru February 28, 2011**, with the option for yearly renewals upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew this agreement for an additional one (1) year term beginning **March 1, 2012 thru February 28, 2013**; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 082924, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning March 1, 2012 thru February 28, 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.

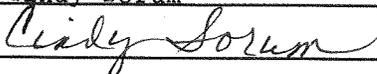
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

Dated this <u>12<sup>th</sup></u> day
of <u>March</u> 2012
 <hr style="width: 80%; margin: 0 auto;"/> Mayor

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

Dated 02/27/2012

<b>Company Name: (PLEASE PRINT)</b>	RACOM CORPORATION
<b>By: (PLEASE PRINT)</b>	Cindy Sorum
<b>By: (PLEASE SIGN)</b>	
<b>Title:</b>	Business Development Manager
<b>Company Address: (PLEASE PRINT)</b>	5700 Culwells Rd., Lincoln, NE 68516
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	402-489-9911 Phone 402-483-0365 FAX
<b>E-Mail Address: (PLEASE PRINT)</b>	cindy.sorum@racom.net

**Amendment to Agreement for  
Annual Requirements for  
EDACS/OpenSky Two-Way Radio Equipment  
(Sole Source)**

This Amendment is hereby entered into on this 14 day of March, 2011, by and between Racom Corporation, c/o Cindy Sorum, 5700 Culwells Rd., Lincoln, NE 68516 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated March 1, 2010, under E. O. No. 082924, (the "Contract"), for **The Annual Requirements for EDACS/OpenSky Two-Way Radio Equipment (Sole Source)** which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is March 1, 2010 thru February 28, 2011, with the option for yearly renewals upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew this agreement for an additional one (1) year term beginning March 1, 2011 thru February 28, 2012; and

WHEREAS, the parties agree to include actual charges for shipping on all orders as per Attachment A.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 082924, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning March 1, 2011 thru February 28, 2012.
- 2) The parties agree to include actual charges for shipping on all orders as per Attachment A.
- 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.

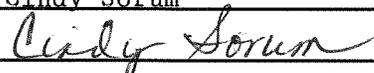
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

Dated this <u>14<sup>th</sup></u> day
of <u>March</u> 2011
 <hr style="width: 80%; margin: 0 auto;"/> Mayor

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

Dated 02/28/11

<b>Company Name: (PLEASE PRINT)</b>	RACOM CORPORATION
<b>By: (PLEASE PRINT)</b>	Cindy Sorum
<b>By: (PLEASE SIGN)</b>	
<b>Title:</b>	Business Development Manager
<b>Company Address: (PLEASE PRINT)</b>	5700 Culwells Rd., Lincoln, NE. 68516
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	402-489-9911 - Phone 402-483-0365 - Fax
<b>E-Mail Address: (PLEASE PRINT)</b>	cindy.sorum@racom.net



February 24, 2011

Deb Winkler  
City of Lincoln  
Purchasing Department  
440 So. 8<sup>th</sup> Street, Suite 200  
Lincoln, NE68508

Dear Deb:

We would like to renew our contract for EDACS/OpenSky Two-Way Radio equipment; however, we need to amend it to include actual charges for shipping.

Please let me know if this will be acceptable. Thank you for your time and consideration.

Best regards,

A handwritten signature in cursive script that reads "Cindy Sorum".

Cindy Sorum  
Business Development Manager

82924

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
EDACS/OpenSky Two-Way Radio Equipment  
(Sole Source)**

**Racom Corporation  
c/o Cindy Sorum  
5700 Culwells Rd  
Lincoln, NE 68516  
402-489-9911**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010, by and between **Racom Corporation c/o Cindy Sorum 5700 Culwells Rd., Lincoln, NE 68516**, 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, to-wit:

For providing **EDACS and Open Sky Two-Way Radio Equipment** and,

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, as follows:

**Discounted pricing for M/A-COM Wireless Systems Products & Services as outlined in Attachment 1.**

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 pricing as listed in the M/A-COM Wireless Systems Products & Services Catalog and discounted as per Attachment 1, dated 01/15/10, 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 **EDACS and Open Sky Two-Way Radio Equipment**.
    - 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 March 1, 2010 through February 28, 2011 with the option for yearly renewals.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Sole Source Purchase Request
  3. Attachment 1
  4. Products & Services Catalog
  5. 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.

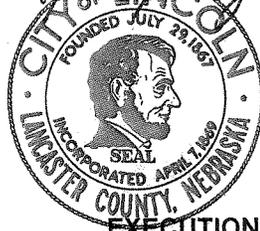
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

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

ATTEST:

Teresa J. Meier  
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]  
Mayor

Approved by Executive No. 082924

dated 3-1-10

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

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

RACOM CORPORATION  
Name of Corporation

5700 CALWELL RD., LINCOLN, NE 68516  
(Address)

By: [Signature]  
Duly Authorized Official

BUSINESS DEVELOPMENT 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



January 15, 2010

Mr. Ray Ryan  
**Communications/Radio Maintenance**  
2540 Fair Street  
Lincoln, NE 68508

Dear Mr. Ryan:

RACOM Corporation will extend the City of Lincoln a fifteen per cent discount off the list price for EDACS and Open Sky terminal equipment. In addition there will be a special ten per cent discount on equipment purchases for EDACS and Open Sky customers not utilizing the RACOM Network. The discounts will apply to EDACS and Open Sky mobiles, portables, repeaters, feature data and accessories available on our most current price list. The discount on vendor (V) items is 10%.

Excluded from the discount and rebate are Programming Software and Programming Cables.

The discount will be effective beginning March 1<sup>st</sup>, 2010 thru February 28<sup>th</sup>, 2011.

If you have questions, please don't hesitate to call.

Best Regards,

Cindy Sorum  
Business Development Manager  
**RACOM CORPORATION**