



ORIGINAL



State of Nebraska *Invitation to Bid (ITB)*

Cisco Product Catalog
Solicitation # 6223OF

Original

Submitted to:

State of Nebraska
State Purchasing Bureau
Nancy Storant
1526 K Street, Suite 130
Lincoln, NE 68508
Email: as.materieipurchasing@nebraska.gov
Phone: 402-471-6500

Submitted by:

Qwest Government Services, Inc.
dba CenturyLink OGS
Hollie Messinger, Senior Account Manager
118 South 19th Street
Omaha, NE 68102
Email: Hollie.E.Messinger@CenturyLink.com
Phone: 402-998-7303

March 3, 2020



Legal Statement:

Informational Purposes Only

CenturyLink has endeavored to provide responses as requested by the RFP, but our response is not intended to create a binding contractual commitment between the parties without further discussions between the parties and execution of a mutually acceptable agreement. Therefore, regardless of any condition contained within the RFP, including but not limited to CenturyLink's signature to its submission, the responses are provided for your evaluation and incorporation into a final definitive agreement.

Contract Structure

As requested by the RFP, CenturyLink is proposing to provide its Services pursuant to the Terms and Conditions contained in the RFP ("RFP Terms and Conditions"), as modified by CenturyLink's exceptions and clarifications in this response and subject to further discussion and negotiation by the parties to arrive at mutually agreeable terms. CenturyLink is providing limited exceptions to the RFP Terms and Conditions, and requests changes consistent with terms the parties have agreed to in the past. CenturyLink's proposal to provide its Services pursuant to the RFP Terms and Conditions specifically contemplates that the RFP Terms and Conditions will be modified and supplemented by CenturyLink's service exhibits, SLAs and technical documents applicable to the Services we propose as part of this bid response (together, the "CenturyLink Attachments"), and that the RFP Terms and Conditions will be modified in accordance with CenturyLink's exceptions and clarifications contained in this response. Our response is dependent upon incorporating the CenturyLink Attachments into the final agreement between the parties. If there is any conflict between the RFP Terms and Conditions, the responses provided, and the CenturyLink Attachments, the CenturyLink Attachments control and contain the complete CenturyLink offer. In the context of an award, CenturyLink anticipates that the parties will discuss and review the exceptions provided in this response and the CenturyLink Attachments and that these documents and terms will be incorporated into a final definitive contract in the manner mutually agreed to by the parties. We are confident that we can efficiently discuss the contract and our response upon award and arrive at a mutually agreeable final definitive contract.

Affiliated Companies

CenturyLink services are provided through affiliated companies. The applicable Service Exhibits will identify the legal CenturyLink affiliate providing the services.

Critical 9-1-1 Circuits

To the extent services are provided in the United States, the Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points defined as Critical 911 Circuits in 47 C.F.R. Section 9.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. We require that customers agree to cooperate with CenturyLink regarding compliance with these rules and policies and to notify CenturyLink of all Services customers purchase under the Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

Proposal Not Valid for Universal Service Fund Programs

CenturyLink is not aware that an E-rate 470 version of the RFP exists. For the avoidance of doubt, CenturyLink wishes to clarify that it respectfully declines its response and any resulting contract to be considered for any E-rate 470 version of this RFP that may exist or for any services that may be purchased pursuant to this RFP and would be paid for with E-rate and/or Rural Health Care funds or funds from any Universal Service Program.

Insurance

CenturyLink purchases sufficient insurance limits to protect the company from risks and liabilities associated with providing its commercial services and products. CenturyLink's standard coverage is in accordance with generally accepted industry standards for the type services and/or work proposed. CenturyLink's Memorandum of Insurance is available at www.centurylink.com/moi

Confidentiality

CenturyLink's proposal may contain CenturyLink trademarks, trade secrets, and other proprietary information and may not be disclosed to a third party without the prior written consent of CenturyLink. CenturyLink acknowledges that the proposal may be subject to disclosure in whole or in part under applicable freedom of information, open records, or sunshine laws and regulations (collectively, "FOI"). CenturyLink requests that customer provide CenturyLink with prompt notice of any intended disclosures, including copies of copies of applicable FOI for review, and an appropriate opportunity to seek protection of CenturyLink confidential and proprietary information consistent with all applicable laws and regulations.

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Attachments (provided in a separate file):

Attachment A CenturyLink Cisco Information Sheet

TRANSMITTAL LETTER

March 3, 2020

Nancy Storant
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Dear Nancy Storant,

CenturyLink is pleased to present this response to your Invitation to Bid 6223OF, Cisco Product Catalogs.

CenturyLink is a Cisco Gold Partner (since 1994, first Gold Partner in the US). CenturyLink has been a Cisco Partner since 1992 and was named Americas Cloud Partner of the Year for 2018. CenturyLink has made every effort to respond with accurate and relevant information. Occasionally, it was necessary for CenturyLink to make assumptions to formulate a timely response. Therefore, CenturyLink reserves the right to correct any errors and to modify any responses based on the final solution or information received during further discussions. Notwithstanding anything in this response to the contrary, including CenturyLink's signature on its response, CenturyLink will not be legally bound until execution of a mutually agreed-upon definitive agreement.

Best regards,



Hollie Messinger
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COMPANY OVERVIEW

About CenturyLink

CenturyLink (NYSE: CTL) is the second largest U.S. communications provider to global enterprise customers. With customers in more than 60 countries, approximately 450,000 route miles of fiber globally and an intense focus on the customer experience, CenturyLink strives to be the world’s best networking company by solving customers’ increased demand for reliable and secure connections. The company also serves as its customers’ trusted partner, helping them manage increased network and IT complexity and providing managed network and cybersecurity solutions that help protect their business.

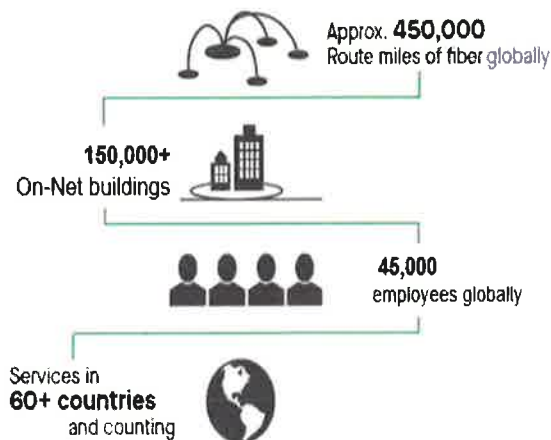
CenturyLink provides an integrated array of network solutions and services to business and residential customers. Our services include virtual private network (VPN), data network, private line (including business data services), Ethernet, information technology, wavelength, broadband, colocation and data center services, managed services including cybersecurity, local and long-distance voice, professional and other support services in connection with selling equipment, and network security.

Incorporated in Louisiana in 1968, CenturyLink is an S&P 500 company and is included among the Fortune 500 list of America’s largest corporations. We have a strong employee base of approximately 45,000 providing world-class services that exceed customers’ expectations for quality, value, and reliability.

CenturyLink understands the power of the digital world is related to our customers’ specific needs – that life is powered by connections, and business is powered by connections. Consumers and businesses alike benefit from our fiber-rich network coupled with our commitment to delivering an outstanding customer experience.

CenturyLink can help you on your digital transformation journey through:

- An extensive local reach with significant local presence
- Reliable and secure connections when, where, and how you need them
- Best-in-class network security, with scale that allows us to see more traffic and proactively thwart potential threats before they become breaches
- An expanded portfolio of innovative, adaptive technology solutions for choice and control
- Access to talented employees and partners
- Financial stability to serve as a reliable resource for your business
- A relentless focus on the customer experience with an unwavering commitment to your success



CenturyLink is a global leader in the network services market, having been recognized by key industry analyst firms for its technologies and robust network; the company is also a global leader in cloud infrastructure and hosted IT solutions for enterprises. CenturyLink provides a complete suite of products and service to support traditional and converged communications, networking, hosting, cloud, storage, security, and disaster recovery/business continuity (DR/BC) solutions on a global basis. We can provide standalone, enterprise-wide, and fully managed solutions tailored to specific customer requirements.

CenturyLink Network



Meeting the Challenges in the Digital World

Connecting to the power of the digital world is a complex and sometimes overwhelming endeavor. The digital world is in a constant state of technological change and evolution. The Internet of Things (IoT) is becoming more pervasive. The cyber threat landscape continues to expand. All of this impacts our customers' businesses.

CenturyLink is committed to your success. We help you navigate these complexities by providing the collaboration and guidance you need to build the right networking ecosystem for your business. By leveraging our connections and comprehensive adaptive networking solutions, your business success becomes a business reality.



Connectivity

Every business is unique, which is why a combination of network solutions is required to meet your business objectives. Our hybrid connectivity leverages both public and private connectivity options via fiber or the public cloud. Couple that with our security solutions which help ensure reliable and secure access whenever — and virtually wherever — you need it.

Hybrid IT and Cloud

Creating the right networking ecosystem for your organization is an ongoing challenge. To take full advantage of digital transformation, you need to fully leverage the cloud. No matter where you are on your journey to the cloud, CenturyLink can guide you. As a neutral advisor with connections to several premier cloud service providers, our cloud ecosystem gives you both choice and control when selecting cloud connectivity — public, private, or a combination of both.

Managed and IT Services

Whether through cost savings or supporting new revenue streams, IT is being asked to contribute to the business bottom line. Today's IT organization must evolve to succeed – modernize, manage, mitigate and migrate. CenturyLink has the expertise, data, insights and innovation to help customers manage their networks, so they can focus on their core business.

Security

As the cyber threat landscape continues to expand, you can't afford to have a false sense of security. CenturyLink provides a thorough approach to network security, one that is tied to your business's overall networking strategy, enabling a comprehensive view of your networking architecture and threat environment. We see more, so we can stop more.

Real-Time Communications

Your business's success depends on its ability to effectively communicate. However, in a rapidly changing digital landscape, it's not always easy to keep the conversation and collaboration going. CenturyLink includes applications that enable you to get the most out of your connections. From TDM to VoIP, and a full suite of collaboration tools and API capabilities, we can help lower costs and increase productivity.



<p>Connectivity</p> <p>Gain network scalability and workflow agility with a flexible public-private network that connects to the cloud.</p>	<p>Hybrid IT and Cloud</p> <p>Migrate to hybrid cloud network and technology environments at your own pace.</p>	<p>Real Time Communications</p> <p>Adopt scalable communication and collaboration solutions that deliver business agility for a mobile workforce.</p>	<p>Security</p> <p>Protect people, data, and infrastructure against the advancing threat landscape.</p>	<p>Managed and IT Services</p> <p>Rely on experienced professionals to support transformation.</p>
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Our Purpose

At CenturyLink, we improve lives, strengthen businesses, and connect communities by delivering advanced technologies and solutions with honest and personal service. We strive to be our communities' first choice to serve their total communications needs, and we earn our customers' trust by living out our seven unifying principles of fairness, honesty and integrity, commitment to excellence, positive attitude, respect, faith, and perseverance. With a current focus on integration, we are committed to transforming CenturyLink into the one of the world's leading network providers.

Financial Highlights

CenturyLink has a strong financial standing as evidenced by our most recent earnings results released on February 13, 2019. CenturyLink reported revenues of \$5.8 billion for the fourth quarter of 2018 and \$23.4 billion for the year. As of December 31, 2018, CenturyLink had cash and cash equivalents of \$488 million.

II. TERMS AND CONDITIONS


Contractors should complete Section II through VI as part of their proposal. Contractor is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Contractor should also provide an explanation of why the Contractor rejected the clause or rejected the clause and provided alternate language using "Track Changes". Upon request an electronic copy of the proposal with "Track Changes" must be submitted in an editable Word format. By signing the solicitation, Contractor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State is soliciting proposals in response to the solicitation. The State reserves the right to reject proposals that attempt to substitute the Contractor's commercial contracts and/or documents for this solicitation.

The Contractor should submit with their proposal any license, user agreement, service level agreement, or similar documents that the Contractor wants incorporated in the Contract. Upon notice of Intent to Award, the Contractor must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Contractor's proposal. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		X 	CenturyLink requests a revision to the order or precedence consistent with what the parties have agreed to in prior contracts and as shown below. This change ensures clarity about any modifications to the ITB specifications provided in CenturyLink's response: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) the Contractor's submitted Proposal, 4) Amendments to solicitation and any Questions and Answers, 5) the original solicitation document and any Addenda.

The contract resulting from this solicitation shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal response;

- 5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
- 6. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AKA			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Contractor Contract Manager
Contractor
Contractor Street Address
Contractor City, State, Zip

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (STATUTORY)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this contract must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HxM			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be

implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HM			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		X HM	CenturyLink proposes the changes shown below, consistent with what the parties have agreed to in prior contracts. This change helps to place reasonable limits on liability that CenturyLink might incur under this scenario.

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State will use its

best efforts to contract with the next responsible and lowest bidder, as required by law, when contracting for replacement services. Neither Party will be liable for any indirect, incidental, special, reliance, punitive or consequential damages or cost of cover or lost revenues, regardless of the legal theory under which such liability is asserted. In no event shall the direct damages awarded for a default under the Contract or for an action related to the contracted services exceed an amount equal to the monthly recurring charges paid by the State under the Contract in the 36 months immediately preceding the event giving rise to the claim. ~~In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach. OR In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.~~

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

K. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AM			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HM			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		HM	CenturyLink proposes changes that it reasonably believes better clarify the scope of its IP obligations.

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all **third party** claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or **wrongful** omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, ~~defend, indemnify, and hold harmless~~ the ~~indemnified parties~~ State from and against any and all **third party** claims filed against the State and alleging that a Service, as provided by Contractor, prospectively infringes, ~~to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation~~ of any patent, copyright, trade secret, trademark, or other intellectual property right ("IP Right") ~~confidential information~~ of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the foregoing will not apply to any claim based on: (i) the combination of Service with other products, services or functionality, (ii) Contractor's design or modification of a Service in accordance with the State's specific written instructions, specifications or requirements; (iii) use or operation by or on behalf of the State of a Service other than in accordance with the Contract or other written documentation provided by Contractor; (iv) content, data, or other information provided by or on behalf of the State ("State Content"). Contractor's obligations under this section are contingent upon the State (i) ~~gave~~ giving the Contractor prompt notice in writing of the claim, (ii) providing Contractor with sole control and authority over the defense and/or settlement of such claim, and (iii) cooperating with Contractor (at Contractor's expense) in the defense and/or settlement of such claim upon Contractor's written request. The Contractor may not settle any infringement claim that will affect the State's use of the ~~Licensed Software~~ affected intellectual property without the State's prior written consent, which ~~consent may be withheld for any reason~~ may not be unreasonably withheld.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has ~~indemnified the State~~ a defense or payment obligation, the Contractor ~~shall~~ may, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, ~~acquire a license or licenses on~~ obtain for the State the right to continue using the Service consistent with the Contract's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State ~~the same~~ with equivalent functionality. ~~At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.~~

Notwithstanding the foregoing, any third-party service, system, CPE, equipment or software provided under this Agreement (each, a "Third Party Item") is provided without any obligation of Contractor to defend or indemnify the State against any claim of infringement of any IP Right arising in connection with any such Third Party Item, except that Contractor shall pass through to the State any contractual obligations of a third party provider of any such Third Party Item to defend or indemnify the State against such claims. The foregoing states Contractor's only obligations (and the State's sole and

exclusive remedy) for any claims, actions, liabilities, damages or losses arising in connection with alleged or actual infringement, violation or misappropriation of an IP Right by the Services.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor’s and their employees, provided by the Contractor.

4. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this contract, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

5. ALL REMEDIES AT LAW

The Parties acknowledge that Attorney General for the State is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY’S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HM X			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney’s fees and costs, if the other party prevails.

O. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AM X			

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor’s business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JMK			

Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JAM			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract, The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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 an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the solicitation response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (STATUTORY)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
X HM			CenturyLink agrees with Sections D, E, F, and G subject to the following clarifications: The discounts CenturyLink provides off of list price will remain the same for the term of the contract, but prices and costs are subject to change pursuant to the manufacturer's price changes. In addition,

			taxes, fees, and surcharges are excluded from the prices and costs shown in the proposal and will be priced in addition.
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Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

H. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
H/A			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		X <i>FM</i>	CenturyLink suggests changes to clarify that “deliverables” are only those items specifically created as works made for hire under the contract and would not include general operational data and information that CenturyLink generates is its provision of services. This concept may also not apply in the context of a drop-ship CPE contract, and so may best be eliminated entirely.

The State shall have the ~~unlimited~~ right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State (“collectively, Deliverables”) pursuant to this contract, if Deliverables are specifically contemplated in the Contract and paid for by the State.

The State shall own and hold exclusive title to any ~~D~~deliverable developed as a result of this contract and paid for by the State. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, ~~the design, specifications, concept, or d~~Deliverables.

J. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		X <i>FM</i>	CenturyLink requests changes consistent with past requests and contracts between the parties. CenturyLink’s insurance policies do contain a waiver of subrogation, but not in the case of a customer’s sole negligence. This in line with generally accepted insurance policy practices. Additionally, in lieu of a Certificate of Insurance (COI), CenturyLink’s Memorandum of Insurance (MOI) is available at www.centurylink.com/moi . This is another method of evidencing coverage, and the MOI has an advantage over a COI, as it includes actual policy language on the document and is available for your review and evidence of coverage status 24/7.

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Accord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;

2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance.

The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or with in one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State, except to the extent the State is solely negligent. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance**

carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits – All States	Statutory – State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim/Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be	

considered secondary and non-contributory. State of Nebraska shall be included as additionally insured.”

3. EVIDENCE OF COVERAGE

The Contractor should furnish the State, prior to beginning work and upon, a certificate of insurance coverage complying with the above requirements to the attention of:

Agency: State Purchasing Bureau
 Attention: Nancy Storant
 1526 K Street Suite 130
 Lincoln NE 68508

These certificates or the cover sheet shall reference the ITB number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to contract manager when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers’ Compensation, and the type of automobile coverage carried by the Contractor.

E. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HAL			

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

F. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HM			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

G. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HXL			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

H. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HXL			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

I. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HXL			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

J. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AM			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods and services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (STATUTORY)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or goods provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

L. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AM			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

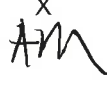
M. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
AM			

Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity.

Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

N. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		X 	CenturyLink requests changes to clarify that this warranty is not expanding the scope of liability beyond the warranty obligations CenturyLink receives from the manufacturer.

~~Despite any clause to the contrary,~~ The Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract.

For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. ~~The foregoing remedy shall be Customer's sole and exclusive remedy for any breach of the warranties set forth in this section N. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.~~

IV. PAYMENT A. PROHIBITION AGAINST ADVANCE PAYMENT (STATUTORY)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (STATUTORY)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or stopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
HXL			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (STATUTORY)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (STATUTORY)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

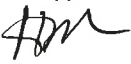
G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (STATUTORY)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (FIRST PARAGRAPH IS STATUTORY)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other **billing and service** records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will

contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		X 	CenturyLink requests a few edits to clarify that the parties will be responsible for their own costs of an audit, and to clarify that the State has an obligation to review invoices in a timely manner and promptly raise any concerns about invoices.

The Parties shall pay their own costs of the audit ~~unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit.~~ Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim, provided the Contractor shall have a right to vet and contest such findings. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit. Disputes must be submitted to Contractor in writing within 90 days from the date of the invoice or the right to dispute an invoice is waived.

V. SCOPE OF WORK

The Contractor must provide the following information in response to this solicitation.

A. SCOPE

It is the intent of this proposal invitation to establish a contract to supply Cisco Product Catalogs per the attached specifications from date of award for a period of three (3) years with the option to renew for an additional two (3) additional one (1) year periods when mutually agreeable to the contractor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the contractor and the State.

All items proposed shall be of the latest manufacture in production as of the date of the solicitation and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the Cisco Product Catalogs whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the proposal for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the proposal document. If manufacturer's information necessary to show compliance with these specifications is not attached to the proposal document, the Contractor may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the proposal. CenturyLink has read and approved the scope of work.

VI. TECHNICAL SPECIFICATIONS

A. CONTRACTOR INSTRUCTIONS

Contractor must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Contractor to qualify for the award.

“YES” response means the Contractor guarantees they can meet this condition.

“NO” response means the Contractor cannot meet this condition and will not be considered.

“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Contractor’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition.

Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Contractor’s alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your proposal. Non-compliance to any single specification can void your proposal.
Yes			2. It is the responsibility of Contractors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Contractor.
Yes			3. No interpretation related to the meaning of solicitation specifications or other pre-proposal documents will be made orally to any Contractor by the State. Any solicitation interpretation must be put in writing by the Contractor to: the State Purchasing Bureau, E-mail questions to SPB. as.materielpurchasing@nebraska.gov by the last day to submit written questions per the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

C. TECHNICAL SPECIFICATIONS: E-RATE PROGRAM

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. E-Rate Program Year: July 1, 2020 through June 30, 2021
Yes			2. Each Bidder must have a Form 498 I.D. Number (formerly Service Provider Identification Number [SPIN]) from the Universal Service Administrative Company and be eligible to participate in the Universal Service Fund discount program for telecommunications services provided to the E-rate eligible entities. Bidder agrees to provide any discounts, including any accrued credits, for which the entity is eligible under the Universal Service Fund for school and library telecommunications services. Bidder will, at its expense, prepare and file all carrier documents and reports required for the eligible entities to 498 I.D. Number (formerly Service Provider Identification Number [SPIN]) issued to bidder by the Universal Service Administrative Company must be included in the responding bid. 498 ID #: SPIN Provided with valid 470
Yes			3. As required by federal law, providers of eligible services must comply with the Lowest Corresponding Price (LCP) rule: a) 47 CFR § 54.500(f) : Lowest corresponding price is the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services. ("Similarly situated" means the "geographic service area" in which a service provider is seeking to serve customers with any of its E-rate services.) b) 47 CFR § 54.511(b) : Providers of eligible services shall not charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the lowest corresponding price for supported services, unless the Federal Communications Commission, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory. The Billed Entity Applicant Reimbursement (BEAR) FCC Form 472 is filed by the

			<p>applicant and approved by the service provider after the applicant has paid for services in full. The Service Provider Invoice (SPI) FCC Form 474 is filed by the service provider after the applicant has been billed for the non-discount portion of the cost of eligible services. Note: Applicants can choose their method of invoicing; service providers cannot force applicants to use a particular method.</p> <p>As required by USAC policy, the contractor must retain documents from the bidding process through ten (10) years past the last date of service. Documents may be retained in electronic format or paper. The document list includes, but is not limited to, copies of bids, signed contracts, proof of service delivery, invoices, documentation of any service down time, and any other document retention required by the FCC.</p> <p>Nebraska schools and libraries may use the resulting state master contract pricing from this RFP in a mini-bid process at the school or library level in order to qualify for Category 2 E-rate support. Orders for those commodities and services will originate directly from the school or library, and billing for those services will be directed to those schools or libraries. If any commodity or service is only partially E-rate eligible, as determined by the contractor, that per cent cost allocation should appear on the invoice to the schools or libraries.</p> <p>The bidder has read, understands, and agrees to comply. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> OTHER</p>
<p>NOTES/COMMENTS: CenturyLink clarifies that the E-rate program requirements described in this section are not applicable as there is no corresponding 470 to this bid.</p>			

D. TECHNICAL SPECIFICATION: CISCO PRODUCT CATEGORY DISCOUNTS

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. Core Product Category Traditional networking, optical networking, security. Wireless, collaboration products, etc.
Yes			2. Compute Product Category Blade and Rack Servers, Management Software, Fabric interconnect, etc.
Yes			3. Market Product Category Cloud analytics, applications and services, automated infrastructure, cloud security, Spark and Sparkboards, etc. that may or may not be used in conjunction with Core and Compute Offers
Yes			4. Net Product Category Custom, limited or restricted offers added to Cisco's Global Pricelist to complete Cisco solutions.
Yes			5. Freight will be Included in price of all products where applicable.
Yes			6. CISCO Maintenance/Service Support Contract, 1 Year Term
Yes			7. CISCO Maintenance/Service Support Contract, 3 Year Term
Yes			8. Additional Discount for all Cisco Orders over \$150,000.00
NOTES/COMMENTS:			

E. ACCEPTABLE BRANDS

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. Products proposed must be the brand AND model numbers as specified on each line of the Solicitation Document. The State will not be accepting alternatives to brands specified.
Yes			2. Equipment proposed shall be the latest current models in production as of the date of the solicitation and be of proven performance and under standard design, complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features,

			whether or not they may be specifically mentioned below.
Yes			3. Used, demonstrator, prototype, or discontinued equipment is not acceptable. Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the proposal on the IDENTICAL equipment proposed.
Yes			4. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the proposal document. Cisco Products must meet or exceed the following requirements.
NOTES/COMMENTS:			

F. ENERGY STAR PRODUCTS

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. The contractor must provide products that earn the Energy Star and meet the Energy Star specifications for energy efficiency. The contractor is encouraged to visit https://www.energystar.gov/ for complete product specifications and updated lists of qualifying products.
NOTES/COMMENTS:			

G. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Contractor shall not impose minimum order requirements.

NOTES/COMMENTS:

H. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. The contractor shall, upon request, provide a quarterly usage report of this contract by state agencies and political subdivisions. Information will include agency name, item, and dollar amount. Information may be requested at any time by the SPB, as determined by the State.
NOTES/COMMENTS:			

I. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. Delivery desired within fourteen (14) days after receipt of order(s). At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.
NOTES/COMMENTS:			

J. DELIVERY LOCATIONS / INSTRUCTIONS (CONTRACTOR AGREES THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. Deliveries may be state wide at no additional cost to the State. Delivery personnel will be required to deliver and off load all products to a specified area on the inside of the designated facility or dock. It will be the Contractor's responsibility to provide any equipment needed to complete the delivery process. Contractor's delivery personnel must wait for the order to be received, invoice(s)/packing slip(s) verified and signed with discrepancies (shortages, longs, damage, etc.) documented on the delivery invoice.
NOTES/COMMENTS:			

K. PACKAGING

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. Packages are to be clearly marked with size, weight, color, quantity, and the purchase order number.
Yes			2. Packaging must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.
NOTES/COMMENTS:			

L. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. Orders will be placed either by, phone, e-mail or Internet (if available and not to the exclusion of the other methods).
Yes			2. All orders must reference a State of Nebraska purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.

NOTES/COMMENTS:

M. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
Yes			2. A guarantee of satisfactory performance by the contractor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this proposal invitation.
Yes			3. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
<p>NOTES/COMMENTS: CenturyLink clarifies that it will pass through to the State any warranties, support, replacement or similar obligations of a manufacturer of a third party item, but does not provide warranties or replacement guarantees beyond those provided by the manufacturer.</p>			

N. GRAY MARKET PRODUCTS PROHIBITION

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.
<p>NOTES/COMMENTS:</p>			

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O. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			<p>1. To the extent required by the manufacturer, the Contractor shall be a Cisco Gold Certified Partner Authorized dealer. Contractor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract</p>
Yes			<p>2. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.</p>
<p>NOTES/COMMENTS: CenturyLink clarifies that it will pass through to the State any warranties, support, replacement or similar obligations of a manufacturer of a third party item, but does not provide warranties or replacement guarantees beyond those provided by the manufacturer.</p>			

P. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes		<p>CenturyLink requests changes to clarify that this warranty is not expanding the scope of warranties beyond what CenturyLink receives from the manufacturer, what has been agreed to in the Contract or beyond the remedies that may otherwise be available to the State at law or</p>	<p>1. The Contractor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products will perform according to the specifications set forth in the Contract, and (b) the Product is free of material defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made for such nonconforming Product(s). Subject to the terms of the contract, the rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual</p>

		equity. CenturyLink also requests edits to clarify that it does not provide warranties for a specific purpose, as CenturyLink is not offering consulting services to the State on selection or use application of equipment as part of the services under this ITB.	damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
Yes			2. The awarded CISCO authorized dealer will be required to fulfill all CISCO maintenance/services/support contracts directly through/by CISCO systems.
<p>NOTES/COMMENTS: CenturyLink clarifies that it will pass through to the State any warranties, support, replacement or similar obligations of a manufacturer of a third party item but does not provide warranties or replacement guarantees beyond those provided by the manufacturer.</p>			

**Form A
Contractor Contact Sheet**

Invitation To Bid Number 6223 OF

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the Contractor's name and address, and the specific person(s) who are responsible for preparation of the Contractor's response.

Preparation of Solicitation Contact Information	
Contractor Name:	CenturyLink
Contractor Address:	118 S 19TH ST, OMAHA NE 68102
Contact Person & Title:	Hollie Messinger, Account Manager
E-mail Address:	Hollie.E.Messinger@centurylink.com
Telephone Number (Office):	(402) 998-7303
Telephone Number (Cellular):	(402) 540-2167
Fax Number:	(888) 778-0054

Each Contractor shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Contractor's response should become necessary.

Communication with the State Contact Information	
Contractor Name:	CenturyLink
Contractor Address:	118 S 19TH ST, OMAHA NE 68102
Contact Person & Title:	Hollie Messinger, Account Manager
E-mail Address:	Hollie.E.Messinger@centurylink.com
Telephone Number (Office):	(402) 998-7303
Telephone Number (Cellular):	(402) 540-2167
Fax Number:	(888) 778-0054

CenturyLink + Cisco

Strategic Solutions from Technology Innovators

CenturyLink and Cisco have a long standing relationship. CenturyLink was Cisco's first Gold Partner, a commitment to Cisco's technology platforms that is in place today around the globe. This relationship provides CenturyLink customers with a single-source for Cisco solutions, regardless of geography or IT complexity, and increases the velocity of deploying strategic integrated solutions. Both companies continually innovate to bring new features and services to their customers.

This unique relationship has led to many turnkey solutions in Collaboration (WebEx/Spark), SAP HANA, and Location Based Analytics (Meraki), as well as Managed WiFi). CenturyLink Customer Premises Equipment (CPE) as a Service (CPEaaS) and CPE resale also offer a broad portfolio of expertise and services to help keep your IT environment running efficiently.



BENEFITS OF THE CENTURYLINK & CISCO PARTNERSHIP



CPE CISCO RESALE

- Cisco Gold Partner
- IP Telephony using VoIP technology enables fundamental change in communications
- Security solutions for a complex, connected world
- Mobility to keep businesses engaged virtually anywhere, anytime
- Unified Communications provide integrated access on a single, unified system



MERAKI LOCATION BASED ANALYTICS

- Connect to customer's mobile devices for better social engagement
- Personalized communication improves the customer experience and builds emotional connections
- Analytics for tailoring and tracking marketing programs



SAP HANA

- Solution with industry leading providers
- Policy driven automation software
- Application-centric infrastructure accelerates deployments
- Hosted and on-premises solutions
- Easier implementation with integrated security



COLLABORATION/WEBEX/SPARK

- Allows users to share ideas, make decisions, and serve customers from anywhere faster
- Provides enterprises new ways to handle voice, video, collaboration, conferencing, and messaging
- As a hosted solution, businesses gain consistency and flexibility with little upfront costs

CONTACT YOUR CENTURYLINK CHANNEL ALLIANCE MANAGER FOR DETAILS

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: 402-471-6500
Fax: 402-471-2089

Date	1/29/20	Page	1 of 2
Solicitation Number	6223 OF		
Opening Date and Time	03/03/20	2:00 pm	
Buyer	NANCY STORANT (AS)		

DESTINATION OF GOODS
CIO - CHIEF INFORMATION OFFICE
501 S 14TH ST
LINCOLN NE 68508-2711

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

fm NEBRASKA CONTRACTOR AFFDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver Cisco Product Catalog to the State of Nebraska as per the attached specifications for a three (3) year period from date of award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(01/28/20 ml)

INVITATION

Line	Description	% DISCOUNT	_____
1	CATEGORY: CORE PRODUCT TRADITIONAL NETWORKING, OPTICAL NETWORKING, SECURITY, WIRELESS, COLLABORATION PRODUCTS, ETC.	39.79	_____
2	CATEGORY: COMPUTE PRODUCT BLADE AND RACK SERVERS, MANAGEMENT SOFTWARE, FABRIC INTERCONNECT, ETC.	59.18	_____
3	CATEGORY: MARKET PRODUCT CLOUD ANALYTICS, APPLICATIONS AND SERVICES, AUTOMATED INFRASTRUCTURE, CLOUD SECURITY,	39.79	_____

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 0 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 30 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Hollie Messinger
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# _____
VENDOR: Century Link
Address: 118 S 19th St
Omaha, NE
68102

Contact Hollie Messinger
Telephone 402-998-7303
Facsimile 888-778-0054
Email hollie.e.messinger@centurylink.com

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: 402-471-6500
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Date	1/29/20	Page	2 of 2
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DESTINATION OF GOODS
CIO - CHIEF INFORMATION OFFICE
501 S 14TH ST
LINCOLN NE 68508-2711

INVITATION

Line	Description	
	SPARK AND SPARKBOARDS, ETC. THAT MAY OR MAY NOT BE USED IN CONJUNCTION WITH CORE AND COMPUTE OFFERS	
4	CATEGORY: NET PRODUCT CUSTOM, LIMITED OR RESTRICTED OFFERS ADDED TO CISCO'S GLOBAL PRICELIST TO COMPLETE CISCO SOLUTIONS	% DISCOUNT <u>39.79</u>
5	CISCO MAINTENANCE/SERVICE SUPPORT 1 YEAR TERM	% DISCOUNT <u>20.40</u>
6	CISCO MAINTENANCE/SERVICE SUPPORT 3 YEAR TERM	% DISCOUNT <u>25.90</u>
7	ADDITIONAL DISCOUNT FOR ANY CISCO ORDERS OVER \$150,000.00	% DISCOUNT <u>ICB</u> <u>(Individual</u> <u>Case Basis)</u>

