



March 3, 2020

Nancy Storant
State of Nebraska, State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 69508

Dear Ms. Storant,

I would like to thank you for providing Sirius the opportunity to respond to the State of Nebraska's Invitation to Bid on the Cisco Catalog Contract. In addition to our attached response, I would like to point out three important areas the State of Nebraska may consider as part of the bid process review. Please see below:

- Over the last several years, Sirius has developed a strong partnership with the State of Nebraska. We have worked diligently to deliver value-based product and service solutions to the State by building a dedicated team of engineers, network architects, sales professionals, executive leaders and sales support personnel. Sirius has over 220 employees that live and work in the state of Nebraska. We have a Managed Services Command Center and Security Operations Center located in Omaha which are leveraged to support the State of Nebraska.
- Sirius has provided discount percentages off of Cisco's Global Price List as part of the RFP requirements. However, Appendix A – Cisco Product Category Discounts contains additional pricing details and incentives. Sirius may offer additional incentives beyond the stated discounts and incentive categories. These incentives may be in the form of additional discounts, Cisco Advanced Technology seed investments, Cisco Learning Credits and/or Sirius Engineering Services. Sirius will work with the State of Nebraska, and all eligible government entities, to leverage all Cisco programs, promotions and incentives available to deliver the best possible pricing.
- Sirius Legal Counsel will work with the State of Nebraska's Contract Team to negotiate mutually acceptable Terms and Conditions consistent with the existing Customer Agreement # 29875-CA which has been executed by the State of Nebraska and Sirius.

Please review our attached response and feel free to contact me with any questions. Our partnership with the State of Nebraska is very important to all of us at Sirius. We will work tirelessly to add value and be of service to the State of Nebraska.

Sincerely,

Doug Carlson, Client Executive
Sirius Computer Solutions
402-598-8180
doug.carlson@siriuscom.com



Sirius Computer Solutions • 14301 FNB Parkway Suite 400 • Omaha, Nebraska 68154

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www.siriuscom.com

800-460-1237

ITB RESPONSE TO STATE OF NEBRASKA FOR CISCO CATALOG CONTRACT

Prepared For:

Nancy Storant (AS)
State of Nebraska

Prepared By:

Doug Carlson, Client Executive
doug.carlson@siriuscom.com
(402) 598-8180

March 3, 2020

ORIGINAL





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TRANSMITTAL LETTER

March 3, 2020

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

Re: Cisco Catalog Contract ITB #6223

Dear Ms. Storant,

Thank you for the opportunity to respond to State of Nebraska's Cisco Catalog Contract ITB (Solicitation 6223).

Cisco Leadership: Cisco is a worldwide market leader in data center technologies and products, with solutions that bring together core networking functions including unified computing, routing, switching, wireless mobility, security, LAN/WAN optimization, collaboration and voice solutions.

Sirius Experience: Sirius is a national integrator of technology-based business solutions that span the data center and lines of business, built on products and services from the world's top technology companies like Cisco. Sirius solutions are installed, configured, and supported by our dedicated teams of highly certified experts. Sirius partners with Cisco to help our clients create intelligent, integrated networks that adapt to current and future business needs. As a Cisco Gold Certified Partner with advanced specializations, Sirius provides IT solutions and systems integration to help organizations solve complex business challenges so they can meet their business objectives. Sirius designs flexible data center, collaboration, and networking and security solutions to support all server and storage environments. Sirius also has a team of technical consultants who are well versed on unified fabric, borderless networks, and security and collaboration solutions. Our certified experts are uniquely qualified to deliver guidance for maximizing efficiencies and productivity throughout the data center, from network to endpoint, to help you save money, reduce complexity and manage risk.

If you have any questions regarding this proposal, please feel free to contact Doug Carlson, Client Executive, directly, at doug.carlson@siriuscom.com or (402) 598-8180. We are eager to earn your business and, again, thank you for the opportunity to present this proposal. Please visit www.siriuscom.com to learn more about our products and services.

Sincerely,

A handwritten signature in blue ink, appearing to read "Justin Sobey".

Justin Sobey
Senior Vice President and General Counsel
Sirius Computer Solutions, Inc.



INVITATION TO BID CONTRACT

State of Nebraska - INVITATION TO BID CONTRACT

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

Telephone: 402-471-8500
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.

NEBRASKA CONTRACTOR AFFIDAVIT: 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.	51%*	
2	CATEGORY: COMPUTE PRODUCT BLADE AND RACK SERVERS, MANAGEMENT SOFTWARE, FABRIC INTERCONNECT, ETC.	61%*	
3	CATEGORY: MARKET PRODUCT CLOUD ANALYTICS, APPLICATIONS AND SERVICES, AUTOMATED INFRASTRUCTURE, CLOUD SECURITY,	18%*	

*Please refer to Appendix A of this proposal for additional information.

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: N/A % N/A 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 TBD days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Justin Sobey
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)
Justin Sobey
Senior Vice President and General Counsel

Enter Contact Information Below

VENDOR# 74-2838721
VENDOR: Sirius Computer Solutions, Inc.
Address: 10100 Reunion Place, Suite 500
San Antonio, TX 78218

Contact Phyllis J. Byrd - Director Public Sector & RFPs
Telephone (210) 389-0817
Facsimile (866) 313-0860
Email pj.byrd@siriuscom.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
 Fax: 402-471-2089

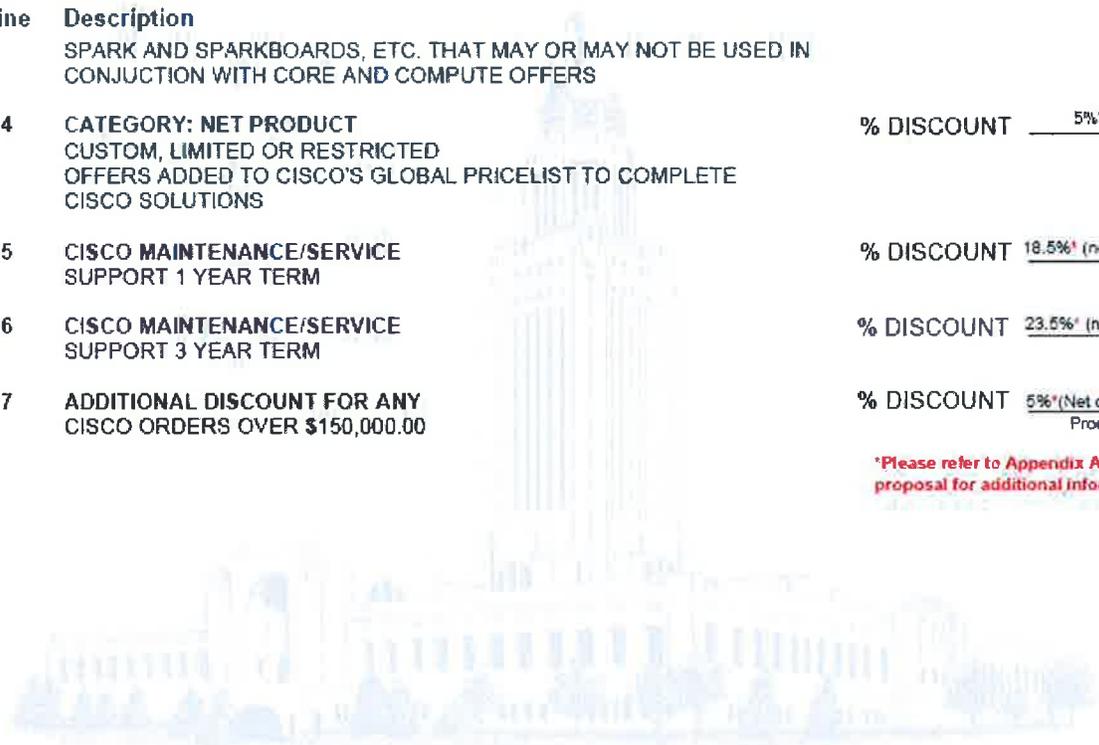
Date	1/29/20	Page	2 of 2
Solicitation Number	6223 OF		
Opening Date and Time	03/03/20	2:00 pm	
Buyer	NANCY STORANT (AS)		

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

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>5%*</u>
5	CISCO MAINTENANCE/SERVICE SUPPORT 1 YEAR TERM	% DISCOUNT <u>18.5%* (non-renewal)</u>
6	CISCO MAINTENANCE/SERVICE SUPPORT 3 YEAR TERM	% DISCOUNT <u>23.5%* (non-renewal)</u>
7	ADDITIONAL DISCOUNT FOR ANY CISCO ORDERS OVER \$150,000.00	% DISCOUNT <u>5%*(Net of Category 1 Products)</u>

***Please refer to Appendix A of this proposal for additional information.**





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:

If only one (1) Party’s document has a particular clause then that clause shall control provided that such document has been signed by the other Party;

If both Party’s documents have a similar clause, but the clauses do not conflict, the clauses shall be read together; 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 JSS	

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

Invitation to Bid and Addenda; Amendments to the solicitation; Questions and Answers; Contractor’s proposal response;

The executed Contract and any Addenda, if applicable, and properly submitted documents; and, 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, [as negotiated and agreed to in writing by the parties](#);

2) executed Contract and any attached Addenda, [as negotiated and agreed to in writing by the parties](#);

3) Amendments to solicitation and any Questions and Answers, 4) the ~~Contractor's submitted Proposal original solicitation document and any Addenda~~, and 5) the ~~Contractor's submitted Proposal original solicitation document and any Addenda~~.

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:
X JSS			

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: Phyllis J. Byrd
Contractor: Sirius Computer Solutions, Inc.
Contractor Street Address: 10100 Reunion Place, Suite 500
Contractor City, State, Zip: San Antonio, TX 78216

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:
X JSS			

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:
X JSS			

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 JSS	

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall promptly 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 promptimmediate notice, however, may be grounds for denial of any request for a waiver of a breach.



J. BREACH

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

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 breach by the Contractor, the State may, without unreasonable delay but not prior to providing Contractor at least thirty (30) days to correct such breach, 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 any amounts pre-paid to Contractor for goods or services which are ultimately not provided by 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:
X JSS			

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:
X JSS			

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 AND LIMITATION OF LIABILITY

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

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 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 to the extent directly resulting from the willful misconduct or, gross negligence, error, or 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 from and against any and all claims, 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 confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.~~

a) Except as set forth in subparagraph (b) below, if a third party asserts a claim against the State that any Deliverables provided by Contractor under an applicable SOW or Contractor’s use of any Materials (as hereinafter defined) in its performance of Services hereunder infringes that party’s U.S. patents or copyrights,



Contractor will defend the State against that claim at Contractor's expense and pay all costs, damages, and reasonable attorneys' fees that a court finally awards against the State, or that are included in a settlement approved by Contractor, provided that the State: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control, and cooperates with Contractor in, the defense of such claim and any related settlement negotiations. Contractor shall have authority to settle any such claim provided that (A) there is no finding or admission with respect to the State of any violation of law or any violation of the rights of any person or entity and (B) the sole relief provided is monetary damages. "Materials" shall mean literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) **created and provided by Contractor specifically for the State**. The term "Materials" does not include third party products available under their own license agreements. If such a claim is made or appears likely to be made, Contractor will have the right (but not an obligation) to procure the State's continued right to use the Deliverables, or to modify said Deliverables or replace them with a substitute deliverable that is functionally equivalent but not infringing, at no additional cost to the State. If Contractor determines that none of these alternatives is reasonably feasible, the State agrees to return the Deliverables to Contractor upon its written request, in which case Contractor will then refund to the State an amount equal to the amount paid for the allegedly infringing Deliverables. The obligations of Contractor set forth in this paragraph are Contractor's entire obligation to the State and the State's sole and exclusive remedy regarding any claim of infringement.

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, the Contractor shall, 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 the State'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 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 solicitation.

(b) Contractor has no obligation regarding: (i) anything the State provides or a third party provides on the State's behalf which is incorporated into a Deliverable and/or Contractor's compliance with any designs, specifications, or instructions provided by the State or a third party on the State's behalf; (ii) operation or use of a Deliverable in an application or environment or in any manner otherwise inconsistent with the applicable SOW or the applicable documentation provided by Contractor under the applicable SOW; (iii) operation or use of a Deliverable in a manner inconsistent with the license agreement between the State and the product manufacturer or software licensor if the Services provided by Contractor hereunder involve Third Party Technology; (iv) alteration or modification of a Deliverable in any way by anyone other than Contractor or not according to Contractor's written instructions; (v) anything not expressly enumerated as a Deliverable in the applicable SOW; (vi) distribution, operation or use of a Deliverable for the benefit of a third party; or (vii) combination or use of a Deliverable with any material or thing not expressly approved in writing by Contractor.

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.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR FUTURE REVENUES, LOSS OR CORRUPTION OF OR DAMAGE TO DATA, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. EXCEPT WITH RESPECT TO AN INDEMNIFICATION CLAIM AS SET FORTH HEREIN, CONTRACTOR'S LIABILITY UNDER THIS CONTRACT OR OTHERWISE ARISING OUT OF THIS CONTRACT REGARDLESS OF THE FORM OF ACTION, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE BY THE STATE TO CONTRACTOR AS SHOWN ON THE APPLICABLE ORDER OR SOW, AS THE CASE MAY BE, WITH RESPECT TO WHICH SUCH CLAIM RELATES. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND EACH PARTY AGREES TO RELEASE THE OTHER PARTY, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT.

N. ATTORNEY'S FEES

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

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:
X JSS			

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.

P. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.



Q. FORCE MAJEURE

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

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or man-made event outside the control and not the fault of the affected party (“Force Majeure Event”). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

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

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.



S. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - 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.

4. The Contractor may terminate the contract immediately for the following reasons:

- a. The State of Nebraska fails to make timely payment to Contractor under this contract;
- a-b. The State of Nebraska commits any material breach of this contract and fails to cure such breach within thirty (30) days following Contractor's written notice to the State of Nebraska concerning such breach.



T. CONTRACT CLOSEOUT

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

1. Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:
2. Transfer all completed or partially completed deliverables to the State;
3. Transfer ownership and title to all completed or partially completed deliverables to the State;
4. 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;
5. Cooperate with any successor contactor, person or entity in the assumption of any or all of the obligations of this contract;
6. Cooperate with any successor contactor, person or entity with the transfer of information or data related to this contract;
7. Return or vacate any state owned real or personal property; and, 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:
		X JSS	

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, except to the extent such damages result from the negligent or willful acts or omissions of the State of Nebraska, its employees, officers, elected and/or appointed officials, consultants, agents, advisors, or any other personnel of the State of Nebraska;
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 SS			

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:
X JSS			

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 JSS	

The State shall have the ~~unlimited~~ right to ~~publish, duplicate, use, and disclose~~ all ~~materials, reports, or other documents, expressed in a tangible medium, uniquely and specifically designed or developed by Contractor for the State under an SOW and identified on the applicable SOW as a "Deliverable" (the "Deliverables").~~ To the extent that Contractor utilizes any of its pre-existing intellectual property in connection with the performance of Services hereunder, such pre-existing intellectual property shall remain the property of Contractor; *provided, however,* that to the extent Contractor incorporates into the Deliverables any of its pre-existing intellectual property designed or developed by Contractor (or a third-party), Contractor hereby grants to The State a non-exclusive, royalty free, fully paid, perpetual, irrevocable license, without right to sublicense, to utilize its pre-existing intellectual property as provided and without modification for The State's internal business purposes only. ~~Deliverables shall not include, and the transfer of any rights hereunder shall not apply to, Background Technology (as hereinafter defined) or any software, materials or other technology which is owned or controlled by a third party ("Third Party Technology"). "Background Technology" means all processes, tools, works of authorship, programs, data, utilities or other intellectual property, in whatever form, that Contractor prepared or had prepared outside the scope of the Services provided hereunder and are included in, or necessary to, the Deliverables. Contractor Background Technology, working papers, scripts, proprietary methodology and confidential information belong exclusively to Contractor, including to the extent included in the Deliverables. The State of Nebraska is granted a nonexclusive license to use Contractor Background Technology or Third Party Technology for the limited purpose of implementing the Deliverables for the State of Nebraska's internal business purposes only.~~

~~The State shall own and hold exclusive title to any deliverable developed as a result of this contract. 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 deliverable.~~



J. INSURANCE REQUIREMENTS

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

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. 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 - with respect to any insurable acts or omissions of Contractor.** 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:
X SS			

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:
X SS			

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:
X SS			

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:
X JSS			

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:
		X JSS	

The Contractor shall use ~~its best~~ [commercially reasonable](#) efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations [that are made available to Contractor in writing and agreed to by Contractor in advance](#) 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:
X JSS			

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, extent it is commercially reasonable to do so under the circumstances. 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:
X JSS			

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:
X JSS			

Contractor certifies it maintains a drug free work place 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 JSS	

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by ~~competent commercially reasonably experienced~~ 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, ~~upon request from the State, replace any such employee or contractor which is found to be not meeting the foregoing requirements 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 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 estopping 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:
		X SSS	

Final inspection and approval [by the State](#) of all [work products or goods under the contract shall be as provided by the applicable manufacturer's policies and procedures](#). Final inspection and approval [by the State of all services](#) required under the contract shall be performed by the designated State officials [pursuant to the applicable statement of work \("SOW"\)](#).

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 no more often than once per calendar year and upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other 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 JSS	

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-twenty percent (-520%) 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 reasonable-total costs of the audit, up to \$3,000.00. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit as reasonably determined by Contractor.

V. SCOPE OF WORK

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.

SIRIUS RESPONSE: Acknowledged

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.

SIRIUS RESPONSE: Acknowledged.

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.

SIRIUS RESPONSE: : Acknowledged.



VI. TECHNICAL SPECIFICATIONS

NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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.
X			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.
X			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.materieelpurchasing@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:			

TECHNICAL SPECIFICATIONS: E-RATE PROGRAM

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. E-Rate Program Year: July 1, 2020 through June 30, 2021
X			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 receive the benefit of such discounts and credits. The Bidder's Form 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 #:143004544			



X		<p>3. To the extent applicable and As required by federal law, providers of eligible services must comply with the Lowest Corresponding Price (LCP) rule:</p> <p>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.)</p> <p>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.</p> <p>The Billed Entity Applicant Reimbursement (BEAR) FCC Form 472 is filed by the 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>
NOTES/COMMENTS:		



TECHNICAL SPECIFICATION: CISCO PRODUCT CATEGORY DISCOUNTS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Core Product Category Traditional networking, optical networking, security, Wireless, collaboration products, etc.
X			2. Compute Product Category Blade and Rack Servers, Management Software, Fabric interconnect, etc.
X			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
X			4. Net Product Category Custom, limited or restricted offers added to Cisco's Global Pricelist to complete Cisco solutions.
X			5. Freight will be Included in price of all products where applicable.
X			6. CISCO Maintenance/Service Support Contract, 1 Year Term
X			7. CISCO Maintenance/Service Support Contract, 3 Year Term
X			8. Additional Discount for all Cisco Orders over \$150,000.00
NOTES/COMMENTS: Full Details within Appendix A			

ACCEPTABLE BRANDS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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.
X			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.
X			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.
X			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:			



ENERGY STAR PRODUCTS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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: Please note that each product will need to be checked as not all Cisco products are Energy Star Compliant.			

ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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:			

USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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:			

DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
		X	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: Sirius will make its commercially reasonable best efforts to meet the desired delivery of 14 days ARO. However, delivery is determined by OEM product availability.			



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

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Deliveries may be statewide 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:			

PACKAGING

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

ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Orders will be placed either by, phone, e-mail or Internet (if available and not to the exclusion of the other methods).
X			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:			

QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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.
		X	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.
	X		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.
NOTES/COMMENTS: Sirius shall use commercially reasonable efforts to meet all delivery dates.			



GRAY MARKET PRODUCTS PROHIBITION

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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.
NOTES/COMMENTS:			

AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			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.
		X	The terms of the original manufacturer’s standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
NOTES/COMMENTS: The Products will be accompanied by the applicable manufacturer’s or software licensor’s representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) to the extent of and in accordance with the manufacturer’s/software licensor’s policies and any applicable agreements between Sirius and such manufacturer/licensor. Customer agrees that with respect to the Products (i) it is relying solely on the manufacturer’s or licensor’s representations and warranties (except as expressly set forth above), (ii) Sirius shall have no liability or obligations with respect to any manufacturer’s or licensor’s representations and warranties, and (iii) any claims for Damages (as defined below) by Customer based upon such manufacturer’s or licensor’s representations and warranties shall be made solely against the manufacturer or licensor.			



WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
		X	The Contractor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of 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. 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.
X			The awarded CISCO authorized dealer will be required to fulfill all CISCO maintenance/services/support contracts directly through/by CISCO systems.
<p>NOTES/COMMENTS: All Cisco warranties apply to the end customer or original owner (the individual who purchased the product for their own use), also referred to as the end user, and are not transferable. Cisco warranties are subject to and provided only on the terms and conditions as set out in the warranty version published on this site, or for pre-2018 warranty versions as delivered in the companion Cisco Information Packet. Product warranty terms and other information applicable to the Product may be located at the following URL: https://www.cisco.com/go/warranty.</p>			



FORM A – CONTRACTOR CONTACT SHEET

**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:	Sirius Computer Solutions, Inc.
Contractor Address:	Corporate Headquarters 10100 Reunion Place, Suite 500 San Antonio, TX 78216
Contact Person & Title:	Doug Carlson Client Executive
E-mail Address:	doug.carlson@siriuscom.com
Telephone Number (Office):	(402) 598-8180
Telephone Number (Cellular):	N/A
Fax Number:	

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:	Sirius Computer Solutions, Inc.
Contractor Address:	10100 Reunion Place, Suite 500 San Antonio, TX 78216
Contact Person & Title:	Phyllis Byrd Director, Public Sector & RFPs
E-mail Address:	pj.byrd@siriuscom.com
Telephone Number (Office):	(210) 369-0617
Telephone Number (Cellular):	N/A
Fax Number:	(866) 313-0960



APPENDIX A – CISCO PRODUCT CATEGORY DISCOUNTS

NOTE: Determination of List Price Category is based on the category as set forth in the most current Cisco US GPL at time of order.

% Discount	
51%	1. Core Product Category Traditional networking, optical networking, security. Wireless, collaboration products, etc.
61%	2. Compute Product Category Blade and Rack Servers, Management Software, Fabric interconnect, etc.
18%*	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
5%*	4. Net Product Category Custom, limited or restricted offers added to Cisco's Global Pricelist to complete Cisco solutions.
18.5% (Non-Renewal)	5. CISCO Maintenance/Service Support Contract, 1 Year Term
23.5% (Non-Renewal)	6. CISCO Maintenance/Service Support Contract, 3 Year Term
5% * (Net of Category 1 Core Products)	7. Additional Discount for all Cisco Orders over \$150,000.00

List Price Category: Category Examples & Additional Description in BOLD.

**Category definitions are a guide and not definitive*

1. Core Product Category (**Any product - hardware or software - not classified in Compute, Market, or Net**)

Traditional networking, optical networking, security, wireless, collaboration products, etc.

2. Compute Product Category (**Data Center/Compute Systems**)

Blade and rack servers, management software, fabric interconnect, etc.

3. Market Product Category (**Cloud and/or subscription-based offerings, including Software-as-a-Service and any related hardware and/or appliances**)

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

4. Net Product Category (**Any offers not classified as Core, Compute or Market. Cisco Solution Plus offers such as; VMWare, Calabrio, Singlewire/Informacast and others**)

Custom, limited or restricted offers added to Cisco's Global Pricelist to complete Cisco solutions

NOTES/COMMENTS: Additional Discounts & Incentives in BOLD

3.* Minimum 18% off most current Cisco US GPL. **Sirius may offer additional incentives beyond the stated minimum discount for Category 3 discount level which will be considered on an individual basis for each transaction. Incentives may be in the form of additional discounts, Cisco Advanced Technology seed investments or Cisco Learning Credits.**

4. * Minimum 5% off most current Cisco US GPL. **Sirius may offer additional incentives beyond the stated minimum discount for Category 4 discount level which will be considered on an individual basis for each custom, limited or restricted offer added to Cisco US GPL. Incentives may be in the form of additional discounts, Cisco Advanced Technology seed investments or Cisco Learning Credits.**

5 (a). **Schools (K-12) & Universities shall receive a 30% discount for Cisco Maintenance/Service Support, 1 Year Term**

6 (b). **Schools (K-12) & Universities shall receive a 35% discount for Cisco Maintenance/Service Support, 3 Year Term**

7. Additional discounts for 1. Core Product Category will be 5% of net price after Core Product Category discount from manufacturer's list price has been applied.

7.* **Sirius may offer additional incentives beyond the stated discount and incentive levels. Incentives may be in the form of additional discounts, Cisco Advanced Technology seed investments, Cisco Learning Credits or Sirius Engineering Services. Sirius shall honor pricing and extend the contract to political sub-divisions, cities and counties within the State of Nebraska. Sirius may offer Education Discounts and incentives for Schools (K-12) & Universities in all product Categories in addition to each stated discount and incentive level. These and other ideas will be considered on an individual basis for each transaction.**