



State of Nebraska - Server Cluster Refresh Bid

Response to Request for Proposal
6592 OF REBID
Date and Time: January 20, 2020

SUBMITTED TO:

6592 OF REBID
Julie Dabydeen
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

SUBMITTED BY:

STERLING COMPUTERS CORPORATION

PO Box 1995

303 Centennial Drive

North Sioux City, SD 57049

WWW.STERLING.COM

DUNS 93-883-6541 | CAGE Code 06AP0

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January 20, 2021

Attn:
JULIE DABYDEEN (AS)
Title: State of Nebraska - Server Cluster Refresh Bid
6592 OF REBID
Due Date: January 20, 2021

Dear Mrs. Dabydeen,

Sterling Computers Corporation (Sterling), an award-winning technology solution provider, has the experience and capabilities to provide the State of Nebraska with all their Unified Communications as a Service needs. Sterling is uniquely positioned to offer comprehensive technology solutions tailored to the needs of the State of Nebraska.

Sterling has a close working relationship with Dell and serves on the Dell Partner Advisory Council and has been a Dell Authorized Reseller since 1996. Sterling has achieved the TITANIUM level for State, Local and Education & Commercial environments, which is the highest level and requires advanced competencies in the breadth and depth of product knowledge across all venues along with advanced technical skills and expertise. We are authorized to resell all Dell Products to all Market Verticals. Our key partnership with Dell, along with the highest level of enterprise partnerships and authorizations, allows us to provide the State of Nebraska with the industry's best end-to-end technology solutions.

Sterling has extensive experience providing comprehensive client system lifecycle services for Government and Education customers. Sterling combines innovative best of breed hardware technologies with our senior project execution staff, 10,000 square foot advanced imaging and configuration facility, and skilled onsite engineering team, to help our customers with successfully implementing Information Technology (IT) products. Sterling has a proven record of delivering products and services on-time and within budget and with excellent references.

Very Respectfully,

Sr. Vice President
O | 402-333-1243
Jeff.moore@sterling.com

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1. Introduction

Sterling is one of the largest Value Added Resellers (VARs) in the country in terms of the depth and breadth of products and services that we offer our customers and the variety and number of vendors in our supply chain. Founded in 1996, Sterling is an award-winning technology solutions provider for Education, Government and Commercial customers.

Our experience includes providing comprehensive client system lifecycle services for Government and Education customers. Sterling combines innovative best of breed hardware technologies with our senior project execution staff, 10,000 square foot advanced imaging and configuration facility, and skilled onsite engineering team, to help our customers with successfully implementing Information Technology (IT) products. Sterling has a proven record of delivering products and services on-time and within budget and with excellent references.

We provide customers with a simplified IT experience by being their single point of contact for all their solutions architecture, proof of concept, technology adoption services, and product fulfillment needs. By delivering customized solutions that fit each customer's unique needs and budget, we enable customers to recognize extreme value on every dollar they spend on IT.

STERLING AT A GLANCE

- Cisco Gold Partner
- Ranked as a Top Vendor on the Air Force NETCENTS Contract in 2019
- Named Dell Technologies World, 2019 Data Center Partner of the Year
- Named to CRN's 2019 Solution Provider 500 List for the thirteenth consecutive year: current ranking #56
- Named a Tech Elite 250 Solution Provider by CRN for the ninth straight year
- Made the Elite 150 of the CRN 2019 Managed Service Provider 500 List
- Dell Federal Partner of the Year 2018 and 2014
- APC Territory Partner of the Year 2018
- Placed #130 on the 2018 CRN Fast Growth 150 List
- Ranked #91 on Washington Technology's 2017 Top 100 Government Contractors list
- CRN Triple Crown Winner 2017 (Fast Growth 150, Solution Provider 500 and Tech Elite 250 – one of only 40 companies in North America to achieve this level of excellence)
- HP Enterprise Federal Growth Partner of the Year 2016 and 2019
- Solarwinds Partner of the Year 2020
- Supplier Awards from Lockheed Martin, Boeing, and Northrop Grumman
- 2015 Govies Government Security Award for Best Network Support Solution
- ISO 9001:2015 and Open Trusted Technology Provider (OTTPS 1.1.1 (ISO/IEC 20243-2018) Certified
- Mature, secure, certified supply chain resulting in on-time and accurate delivery of guaranteed authentic systems, software and services
- Secure, on-line tracking tools
- Privately funded with ample access to capital (financials professionally audited annually)
- 20% average annual revenue growth 1996-2019



2. Invitation to Bid

State of Nebraska - INVITATION TO BID ONE TIME PURCHASE

Date	1/3/22	Page	1 of 2
Solicitation Number	6592 OF REBID		
Opening Date and Time	01/20/22	2:00 PM	
Buyer	JULIE DABYDEEN (AS)		

DESTINATION OF GOODS

NE EDUCATIONAL TELECOMMUNICATIONS
1800 N 33RD ST
LINCOLN NE 68503-1409

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.

One Time Purchase to supply and deliver Server Cluster Refresh to the State of Nebraska as per the attached specifications.

A response to this Solicitation is subject to, but not limited to, the Standard Terms and Conditions. PLEASE READ CAREFULLY!

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

(MH 1/3/22)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	CLUSTER #1 SERVERS	3.0000	EA	\$24,620.73	\$73,862.19
2	CLUSTER #2 SERVERS	3.0000	EA	\$24,620.73	\$73,862.19
3	CLUSTER #3	3.0000	EA	\$31,209.86	\$93,629.58

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 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 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.

*HW ETA is 4 – 6 weeks depending on date/time of PO received

Sign
Here

(Authorized Signature Mandatory – Form must be signed manually in ink or by DocuSign)

Enter Contact Information Below

VENDOR#

VENDOR: Sterling Computers Corporation

Address: P.O. Box 1995, 303 Centennial Drive

North Sioux City, South Dakota, 57049

Contact Bob McCabe

Telephone (605) 242-4011

Email bob.mccabe@sterling.com

R43530|NE999002 20210114

State of Nebraska - INVITATION TO BID

ONE TIME PURCHASE

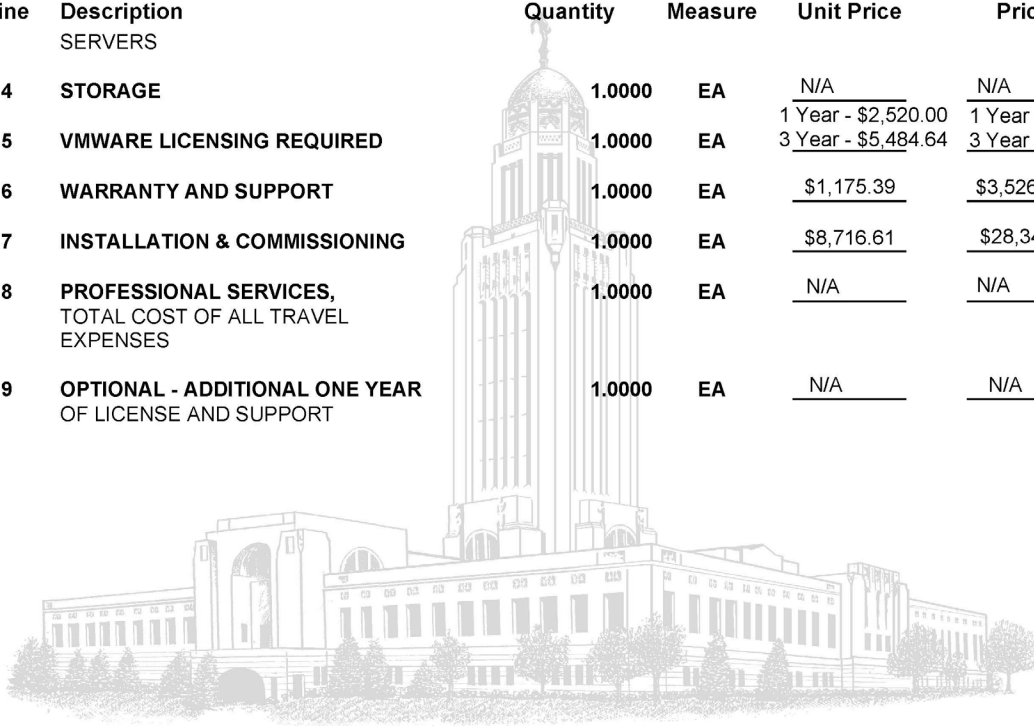
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Buyer	JULIE DABYDEEN (AS)		

DESTINATION OF GOODS

NE EDUCATIONAL TELECOMMUNICATIONS
1800 N 33RD ST
LINCOLN NE 68503-1409

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	SERVICES				
4	STORAGE	1.0000	EA	N/A	N/A
				1 Year - \$2,520.00	1 Year - \$15,120.00
5	VMWARE LICENSING REQUIRED	1.0000	EA	3 Year - \$5,484.64	3 Year - \$98,723.52
6	WARRANTY AND SUPPORT	1.0000	EA	\$1,175.39	\$3,526.17
7	INSTALLATION & COMMISSIONING	1.0000	EA	\$8,716.61	\$28,343.61
8	PROFESSIONAL SERVICES, TOTAL COST OF ALL TRAVEL EXPENSES	1.0000	EA	N/A	N/A
9	OPTIONAL - ADDITIONAL ONE YEAR OF LICENSE AND SUPPORT	1.0000	EA	N/A	N/A



R43530\NE999002 20210114

3. Detailed Pricing

3.1 Lenovo ThinkAgile VX with One Year VMWare



SALES QUOTATION

Quote No. Q-00438469

Date 1/20/2022

Ref. No. NE Educational Telecommunications - Server cluster Bid 1yr VMWare

Exp. Date 3/06/2022

Sterling Account Manager

Angie Sexton
303 Centennial Dr
North Sioux City, SD 57049
P: (605) 242-4037
F: (605) 242-4001
angie.sexton@sterling.com

Customer Information

NE Educational Telecommunications
Julie Dabydeen
1800 N 33rd St
Lincoln, NE 68503-1409
P: (402) 471-6500
as.materielpurchasing@nebraska.gov

Terms	FOB	Contract	Lead Time
Net 30	Destination	Open Market	60 Days ARO

Group	Line No.	QTY	Part Number	Description	Unit Price	Extension
Cluster 1	1	3	7Y94SCXF00	ThinkAgile VX 2U Node	\$24,620.73	\$73,862.19
	2	1	B1DH	ThinkAgile VX 2U 2.5" 8/16/24 Bay Chassis	\$0.00	\$0.00
	3	1	B0W3	XClarity Pro	\$0.00	\$0.00
	4	1	B3XQ	3 Year	\$0.00	\$0.00
	5	2	BAZM	Intel Xeon Gold 6240R 24C 165W 2.4GHz Processor	\$0.00	\$0.00
	6	12	B4H3	ThinkSystem 32GB TruDDR4 2933MHz (2Rx4 1.2V) RDIMM	\$0.00	\$0.00
	7	3	AURA	ThinkSystem 2U/Twr 2.5" SATA/SAS 8-Bay Backplane	\$0.00	\$0.00
	8	1	5977	Select Storage devices - no configured RAID required	\$0.00	\$0.00
	9	3	AUNL	ThinkSystem 430-8i SAS/SATA 12Gb HBA	\$0.00	\$0.00
	10	1	B5MC	vSAN All Flash Config	\$0.00	\$0.00
	11	1	B8HU	ThinkSystem 2.5" PM1645a 800GB Mainstream SAS 12Gb Hot Swap SSD	\$0.00	\$0.00
	12	4	B91D	ThinkSystem 2.5" PM1643a 7.68TB Entry SAS 12Gb Hot Swap SSD	\$0.00	\$0.00
	13	1	AUMV	ThinkSystem M.2 with Mirroring Enablement Kit	\$0.00	\$0.00
	14	2	B919	ThinkSystem M.2 5300 480GB SATA 6Gbps Non-Hot Swap SSD	\$0.00	\$0.00
	15	1	BHSR	VMware ESXi 7.0 U2 (Factory Installed)	\$0.00	\$0.00
	16	1	AUR4	ThinkSystem 2U x8/x8/x8 PCIE FH Riser 1	\$0.00	\$0.00
	17	1	AURC	ThinkSystem SR550/SR590/SR650 x16/x8(or x16) PCIE FH Riser 2 Kit	\$0.00	\$0.00
	18	2	B21R	ThinkSystem QLogic QL41262 10/25GbE SFP28 2-Port PCIE Ethernet Adapter	\$0.00	\$0.00
	19	2	AVWF	ThinkSystem 1100W (230V/115V) Platinum Hot-Swap Power Supply	\$0.00	\$0.00
	20	2	6400	2.8m, 13A/100-250V, C13 to C14 Jumper Cord	\$0.00	\$0.00

21	1	AUPW	ThinkSystem XClarity Controller Standard to Enterprise Upgrade	\$0.00	\$0.00
22	1	AXCA	ThinkSystem Toolless Slide Rail	\$0.00	\$0.00
23	1	AURD	ThinkSystem 2U left EIA Latch Standard	\$0.00	\$0.00
24	1	B0MK	Enable TPM 2.0	\$0.00	\$0.00
25	1	B4NL	ThinkSystem SR650 Refresh MB	\$0.00	\$0.00
26	1	B7Y0	Enable IPMI-over-LAN	\$0.00	\$0.00
27	1	B1DS	VX Badge 1	\$0.00	\$0.00
28	1	B51S	ThinkAgile VX 2U Node	\$0.00	\$0.00
29	1	B44E	VX 2U Lenovo Agency Label	\$0.00	\$0.00
30	1	B265	ThinkAgile VX Pubkit	\$0.00	\$0.00
31	1	AUT8	ThinkSystem 1100W RDN PSU Caution Label	\$0.00	\$0.00
32	1	B1DT	VX 2U Service Label LI	\$0.00	\$0.00
33	1	B13M	ThinkAgile EIA Plate	\$0.00	\$0.00
34	1	AUSG	ThinkSystem SR650 6038 Fan module	\$0.00	\$0.00
35	1	AUTA	XCC Network Access Label	\$0.00	\$0.00
36	2	AVJ2	ThinkSystem 4R CPU HS Clip	\$0.00	\$0.00
37	4	AURR	ThinkSystem M3.5 Screw for Riser 2x2pcs and Planar 5pcs	\$0.00	\$0.00
38	2	AUSF	Lenovo ThinkSystem 2U MS CPU Performance Heatsink	\$0.00	\$0.00
39	1	B31F	ThinkSystem SR650/SR550/SR590 M.2 Thermal Kit	\$0.00	\$0.00
40	1	AURY	Lenovo ThinkSystem PHY Module Dummy	\$0.00	\$0.00
41	1	B173	Companion Part for XClarity Controller Standard to Enterprise Upgrade in Factory	\$0.00	\$0.00
42	1	AUTJ	ThinkSystem common Intel Label	\$0.00	\$0.00
43	12	AURS	Lenovo ThinkSystem Memory Dummy	\$0.00	\$0.00
44	1	AURQ	Lenovo ThinkSystem 2U 3FH Riser Bracket	\$0.00	\$0.00
45	1	AURP	Lenovo ThinkSystem 2U 2FH Riser Bracket	\$0.00	\$0.00
46	4	AUSA	Lenovo ThinkSystem M3.5" Screw for EIA	\$0.00	\$0.00
47	1	AUTQ	ThinkSystem small Lenovo Label for 24x2.5"/12x3.5"/10x2.5"	\$0.00	\$0.00
48	2	AVEP	ThinkSystem 4x1 2.5" HDD Filler	\$0.00	\$0.00
49	11	AVEN	ThinkSystem 1x1 2.5" HDD Filler	\$0.00	\$0.00
50	1	AUSU	ThinkSystem Package for SR650	\$0.00	\$0.00
51	1	BK14	Low voltage (100V+)	\$0.00	\$0.00
52	1	9207	VMWare Specify	\$0.00	\$0.00
53	1	9220	Preload by Hardware Feature Specify	\$0.00	\$0.00
54	1	AUTF	ThinkSystem 4-7 sequence Label for 2U 2.5"	\$0.00	\$0.00
55	1	AUTY	ThinkSystem 12-15 sequence Label for 24x2.5"Chassis	\$0.00	\$0.00
56	1	AWFF	ThinkSystem SR650 WW Lenovo LPK	\$0.00	\$0.00
57	1	AUSH	MS First 2U 8x2.5" HDD BP Cable Kit	\$0.00	\$0.00
58	2	AUSM	MS 2nd 2U 8X2.5" Cable Kit	\$0.00	\$0.00
59	1	BE0D	N+1 Redundancy With Over-Subscription	\$0.00	\$0.00
60	1	B0ML	Feature Enable TPM on MB	\$0.00	\$0.00
61	2	B310	Ologic 25G 2U Bracket	\$0.00	\$0.00
62	3	A2HP	Configuration ID 01	\$0.00	\$0.00
63	3	5374CM1	Configuration Instruction	\$0.00	\$0.00

	64	1	AVE7	ThinkSystem 430-8i SAS/SATA 12Gb HBA placement	\$0.00	\$0.00
	65	1	A2JY	Controller 02	\$0.00	\$0.00
	66	1	A2HP	Configuration ID 01	\$0.00	\$0.00
	67	3	5374CM1	Configuration Instruction	\$0.00	\$0.00
	68	1	AVE7	ThinkSystem 430-8i SAS/SATA 12Gb HBA placement	\$0.00	\$0.00
	69	1	A2JZ	Controller 03	\$0.00	\$0.00
	70	1	A2HP	Configuration ID 01	\$0.00	\$0.00
	71	3	5374CM1	Configuration Instruction	\$0.00	\$0.00
	72	1	AVE7	ThinkSystem 430-8i SAS/SATA 12Gb HBA placement	\$0.00	\$0.00
	73	1	A2JX	Controller 01	\$0.00	\$0.00
	74	1	A2HP	Configuration ID 01	\$0.00	\$0.00
	75	3	5641PX3	XClarity Pro, Per Endpoint w/3 Yr SW S&S	\$0.00	\$0.00
	76	1	1340	Lenovo XClarity Pro, Per Managed Endpoint w/3 Yr SW S&S	\$0.00	\$0.00
	77	1	3444	Registration only	\$0.00	\$0.00
	78	3	5PS7A86839	3YR PREM 24X7X4+YDYY VX 2U CN SVCS	\$1,175.39	\$3,526.17
Cluster 2	79	3	7Y94SCXE00	ThinkAgile VX 2U Node	\$24,620.73	\$73,862.19
	80	1	B1DH	ThinkAgile VX 2U 2.5" 8/16/24 Bay Chassis	\$0.00	\$0.00
	81	1	B0W3	XClarity Pro	\$0.00	\$0.00
	82	1	B3XQ	3 Year	\$0.00	\$0.00
	83	2	BAZM	Intel Xeon Gold 6240R 24C 165W 2.4GHz Processor	\$0.00	\$0.00
	84	12	B4H3	ThinkSystem 32GB TruDDR4 2933MHz (2Rx4 1.2V) RDIMM	\$0.00	\$0.00
	85	3	AURA	ThinkSystem 2U/Twr 2.5" SATA/SAS 8-Bay Backplane	\$0.00	\$0.00
	86	1	5977	Select Storage devices - no configured RAID required	\$0.00	\$0.00
	87	3	AUNL	ThinkSystem 430-8i SAS/SATA 12Gb HBA	\$0.00	\$0.00
	88	1	B5MC	vSAN All Flash Config	\$0.00	\$0.00
	89	1	B8HU	ThinkSystem 2.5" PM1645a 800GB Mainstream SAS 12Gb Hot Swap SSD	\$0.00	\$0.00
	90	4	B91D	ThinkSystem 2.5" PM1643a 7.68TB Entry SAS 12Gb Hot Swap SSD	\$0.00	\$0.00
	91	1	AUMV	ThinkSystem M.2 with Mirroring Enablement Kit	\$0.00	\$0.00
	92	2	B919	ThinkSystem M.2 5300 480GB SATA 6Gbps Non-Hot Swap SSD	\$0.00	\$0.00
	93	1	BHSR	VMware ESXi 7.0 U2 (Factory Installed)	\$0.00	\$0.00
	94	1	AUR4	ThinkSystem 2U x8/x8/x8 PCIe FH Riser 1	\$0.00	\$0.00
	95	1	AURC	ThinkSystem SR550/SR590/SR650 x16/x8(or x16) PCIe FH Riser 2 Kit	\$0.00	\$0.00
	96	2	B21R	ThinkSystem QLogic QL41262 10/25GbE SFP28 2-Port PCIe Ethernet Adapter	\$0.00	\$0.00
	97	2	AVWF	ThinkSystem 1100W (230V/115V) Platinum Hot-Swap Power Supply	\$0.00	\$0.00
	98	2	6400	2.8m, 13A/100-250V, C13 to C14 Jumper Cord	\$0.00	\$0.00
	99	1	AUPW	ThinkSystem XClarity Controller Standard to Enterprise Upgrade	\$0.00	\$0.00
	100	1	AXCA	ThinkSystem Toolless Slide Rail	\$0.00	\$0.00
	101	1	AURD	ThinkSystem 2U left EIA Latch Standard	\$0.00	\$0.00

102	1	B0MK	Enable TPM 2.0	\$0.00	\$0.00
103	1	B4NL	ThinkSystem SR650 Refresh MB	\$0.00	\$0.00
104	1	B7Y0	Enable IPMI-over-LAN	\$0.00	\$0.00
105	1	B1DS	VX Badge 1	\$0.00	\$0.00
106	1	B51S	ThinkAgile VX 2U Node	\$0.00	\$0.00
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115	4	AURR	ThinkSystem M3.5 Screw for Riser 2x2pcs and Planar 5pcs	\$0.00	\$0.00
116	2	AUSF	Lenovo ThinkSystem 2U MS CPU Performance Heatsink	\$0.00	\$0.00
117	1	B31F	ThinkSystem SR650/SR550/SR590 M.2 Thermal Kit	\$0.00	\$0.00
118	1	AURY	Lenovo ThinkSystem PHY Module Dummy	\$0.00	\$0.00
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126	2	AVEP	ThinkSystem 4x1 2.5" HDD Filler	\$0.00	\$0.00
127	11	AVEN	ThinkSystem 1x1 2.5" HDD Filler	\$0.00	\$0.00
128	1	AUSU	ThinkSystem Package for SR650	\$0.00	\$0.00
129	1	BK14	Low voltage (100V+)	\$0.00	\$0.00
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133	1	AUTY	ThinkSystem 12-15 sequence Label for 24x2.5"Chassis	\$0.00	\$0.00
134	1	AWFF	ThinkSystem SR650 WW Lenovo LPK	\$0.00	\$0.00
135	1	AUSH	MS First 2U 8x2.5" HDD BP Cable Kit	\$0.00	\$0.00
136	2	AUSM	MS 2nd 2U 8X2.5" Cable Kit	\$0.00	\$0.00
137	1	BE0D	N+1 Redundancy With Over-Subscription	\$0.00	\$0.00
138	1	B0ML	Feature Enable TPM on MB	\$0.00	\$0.00
139	2	B310	Qlogic 25G 2U Bracket	\$0.00	\$0.00
140	3	A2HP	Configuration ID 01	\$0.00	\$0.00
141	3	5374CM1	Configuration Instruction	\$0.00	\$0.00
142	1	AVE7	ThinkSystem 430-8i SAS/SATA 12Gb HBA placement	\$0.00	\$0.00
143	1	A2JY	Controller 02	\$0.00	\$0.00
144	1	A2HP	Configuration ID 01	\$0.00	\$0.00

	145	3	5374CM1	Configuration Instruction	\$0.00	\$0.00
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	151	1	A2JX	Controller 01	\$0.00	\$0.00
	152	1	A2HP	Configuration ID 01	\$0.00	\$0.00
	153	3	5641PX3	XClarity Pro, Per Endpoint w/3 Yr SW S&S	\$0.00	\$0.00
	154	1	1340	Lenovo XClarity Pro, Per Managed Endpoint w/3 Yr SW S&S	\$0.00	\$0.00
	155	1	3444	Registration only	\$0.00	\$0.00
	156	3	5PS7A86839	3YR PREM 24X7X4+YDYZ VX 2U CN SVCS	\$1,175.39	\$3,526.17
Cluster 3	157	3	7Y94SCXG00	ThinkAgile VX 2U Node	\$31,209.86	\$93,629.58
	158	1	B1DH	ThinkAgile VX 2U 2.5" 8/16/24 Bay Chassis	\$0.00	\$0.00
	159	1	B0W3	XClarity Pro	\$0.00	\$0.00
	160	1	B3XQ	3 Year	\$0.00	\$0.00
	161	2	BAZM	Intel Xeon Gold 6240R 24C 165W 2.4GHz Processor	\$0.00	\$0.00
	162	12	B4H3	ThinkSystem 32GB TruDDR4 2933MHz (2Rx4 1.2V) RDIMM	\$0.00	\$0.00
	163	12	B4H4	ThinkSystem 64GB TruDDR4 2933MHz (2Rx4 1.2V) RDIMM	\$0.00	\$0.00
	164	3	AURA	ThinkSystem 2U/Twr 2.5" SATA/SAS 8-Bay Backplane	\$0.00	\$0.00
	165	1	5977	Select Storage devices - no configured RAID required	\$0.00	\$0.00
	166	3	AUNL	ThinkSystem 430-8i SAS/SATA 12Gb HBA	\$0.00	\$0.00
	167	1	B5MC	vSAN All Flash Config	\$0.00	\$0.00
	168	1	B8HU	ThinkSystem 2.5" PM1645a 800GB Mainstream SAS 12Gb Hot Swap SSD	\$0.00	\$0.00
	169	4	B91D	ThinkSystem 2.5" PM1643a 7.68TB Entry SAS 12Gb Hot Swap SSD	\$0.00	\$0.00
	170	1	AUMV	ThinkSystem M.2 with Mirroring Enablement Kit	\$0.00	\$0.00
	171	2	B919	ThinkSystem M.2 5300 480GB SATA 6Gbps Non-Hot Swap SSD	\$0.00	\$0.00
	172	1	BHSR	VMware ESXi 7.0 U2 (Factory Installed)	\$0.00	\$0.00
	173	1	AUR4	ThinkSystem 2U x8/x8/x8 PCIE FH Riser 1	\$0.00	\$0.00
	174	1	AURC	ThinkSystem SR550/SR590/SR650 x16/x8(or x16) PCIE FH Riser 2 Kit	\$0.00	\$0.00
	175	2	B21R	ThinkSystem QLogic QL41262 10/25GbE SFP28 2-Port PCIE Ethernet Adapter	\$0.00	\$0.00
	176	2	AVWF	ThinkSystem 1100W (230V/115V) Platinum Hot-Swap Power Supply	\$0.00	\$0.00
	177	2	6400	2.8m, 13A/100-250V, C13 to C14 Jumper Cord	\$0.00	\$0.00
	178	1	AUPW	ThinkSystem XClarity Controller Standard to Enterprise Upgrade	\$0.00	\$0.00
	179	1	AXCA	ThinkSystem Toolless Slide Rail	\$0.00	\$0.00
	180	1	AURD	ThinkSystem 2U left EIA Latch Standard	\$0.00	\$0.00
	181	1	B0MK	Enable TPM 2.0	\$0.00	\$0.00
	182	1	B4NL	ThinkSystem SR650 Refresh MB	\$0.00	\$0.00

183	1	B7Y0	Enable IPMI-over-LAN	\$0.00	\$0.00
184	1	B1DS	VX Badge 1	\$0.00	\$0.00
185	1	B51S	ThinkAgile VX 2U Node	\$0.00	\$0.00
186	1	B44E	VX 2U Lenovo Agency Label	\$0.00	\$0.00
187	1	B265	ThinkAgile VX Pubkit	\$0.00	\$0.00
188	1	AUT8	ThinkSystem 1100W RDN PSU Caution Label	\$0.00	\$0.00
189	1	B1DT	VX 2U Service Label LI	\$0.00	\$0.00
190	1	B13M	ThinkAgile EIA Plate	\$0.00	\$0.00
191	1	AUSG	ThinkSystem SR650 6038 Fan module	\$0.00	\$0.00
192	1	AUTA	XCC Network Access Label	\$0.00	\$0.00
193	2	AVJ2	ThinkSystem 4R CPU HS Clip	\$0.00	\$0.00
194	4	AURR	ThinkSystem M3.5 Screw for Riser 2x2pcs and Planar 5pcs	\$0.00	\$0.00
195	2	AUSF	Lenovo ThinkSystem 2U MS CPU Performance Heatsink	\$0.00	\$0.00
196	1	B31F	ThinkSystem SR650/SR550/SR590 M.2 Thermal Kit	\$0.00	\$0.00
197	1	AURY	Lenovo ThinkSystem PHY Module Dummy	\$0.00	\$0.00
198	1	B173	Companion Part for XClarity Controller Standard to Enterprise Upgrade in Factory	\$0.00	\$0.00
199	1	AUTJ	ThinkSystem common Intel Label	\$0.00	\$0.00
200	1	AURQ	Lenovo ThinkSystem 2U 3FH Riser Bracket	\$0.00	\$0.00
201	1	AURP	Lenovo ThinkSystem 2U 2FH Riser Bracket	\$0.00	\$0.00
202	4	AUSA	Lenovo ThinkSystem M3.5" Screw for EIA	\$0.00	\$0.00
203	1	AUTQ	ThinkSystem small Lenovo Label for 24x2.5"/12x3.5"/10x2.5"	\$0.00	\$0.00
204	2	AVEP	ThinkSystem 4x1 2.5" HDD Filler	\$0.00	\$0.00
205	11	AVEN	ThinkSystem 1x1 2.5" HDD Filler	\$0.00	\$0.00
206	1	AUSU	ThinkSystem Package for SR650	\$0.00	\$0.00
207	1	BK14	Low voltage (100V+)	\$0.00	\$0.00
208	1	9207	VMWare Specify	\$0.00	\$0.00
209	1	9220	Preload by Hardware Feature Specify	\$0.00	\$0.00
210	1	AUTF	ThinkSystem 4-7 sequence Label for 2U 2.5"	\$0.00	\$0.00
211	1	AUTY	ThinkSystem 12-15 sequence Label for 24x2.5"Chassis	\$0.00	\$0.00
212	1	AWFF	ThinkSystem SR650 WW Lenovo LPK	\$0.00	\$0.00
213	1	AUSH	MS First 2U 8x2.5" HDD BP Cable Kit	\$0.00	\$0.00
214	2	AUSM	MS 2nd 2U 8X2.5" Cable Kit	\$0.00	\$0.00
215	1	BE0D	N+1 Redundancy With Over-Subscription	\$0.00	\$0.00
216	1	B0ML	Feature Enable TPM on MB	\$0.00	\$0.00
217	2	B310	Ologic 25G 2U Bracket	\$0.00	\$0.00
218	3	A2HP	Configuration ID 01	\$0.00	\$0.00
219	3	5374CM1	Configuration Instruction	\$0.00	\$0.00
220	1	AVE7	ThinkSystem 430-8i SAS/SATA 12Gb HBA placement	\$0.00	\$0.00
221	1	A2JY	Controller 02	\$0.00	\$0.00
222	1	A2HP	Configuration ID 01	\$0.00	\$0.00
223	3	5374CM1	Configuration Instruction	\$0.00	\$0.00
224	1	AVE7	ThinkSystem 430-8i SAS/SATA 12Gb HBA placement	\$0.00	\$0.00
225	1	A2JZ	Controller 03	\$0.00	\$0.00



	226	1	A2HP	Configuration ID 01	\$0.00	\$0.00
	227	3	5374CM1	Configuration Instruction	\$0.00	\$0.00
	228	1	AVE7	ThinkSystem 430-8i SAS/SATA 12Gb HBA placement	\$0.00	\$0.00
	229	1	A2JX	Controller 01	\$0.00	\$0.00
	230	1	A2HP	Configuration ID 01	\$0.00	\$0.00
	231	3	5641PX3	XClarity Pro, Per Endpoint w/3 Yr SW S&S	\$0.00	\$0.00
	232	1	1340	Lenovo XClarity Pro, Per Managed Endpoint w/3 Yr SW S&S	\$0.00	\$0.00
	233	1	3444	Registration only	\$0.00	\$0.00
	234	3	5PS7A86839	3YR PREM 24X7X4+YDYD VX 2U CN SVCS	\$1,175.39	\$3,526.17
Services	235	3	5MS7B00082	THINKAGILE VX ONSITE DEPLOY SVCS BASE	\$8,350.98	\$25,052.94
	236	9	5AS7A83188	HW INSTALLATION BUSINESS HOURS SVCS FOR VX 2U CERTIFIED NODE	\$365.63	\$3,290.67
VMWare	237	6	7S06036BWW	VMWARE VSPHERE 7 ENT PLUS 1 LICS PROC	\$1,500.72	\$9,004.32
	238	6	7S06059GWW	VMPROVSPHE 7 ENTER PLUS FOR LICS V1 PROC 1YS S	\$1,019.28	\$6,115.68
TOTAL					\$	295,396.08

Quotation Comments

Ask your Sterling Account Manager about our Imaging and Asset Tagging Services.

CAGE: **06AP0** | DUNS: **938836541**

3.2 Lenovo ThinkAgile VX with Three Year VMWare



SALES QUOTATION

Quote No. Q-00438504 Date 1/20/2022
Ref. No. NE Educational Telecommunications - Server cluster Bid 3yr VWare Exp. Date 3/06/2022

Sterling Account Manager

Angie Sexton
303 Centennial Dr
North Sioux City, SD 57049
P: (605) 242-4037
F: (605) 242-4001
angie.sexton@sterling.com

Customer Information

NE Educational Telecommunications
Julie Dabydeen
1800 N 33rd St
Lincoln, NE 68503-1409
P: (402) 471-6500
as.materielpurchasing@nebraska.gov

Terms	FOB	Contract	Lead Time
Net 30	Destination	Open Market	60 Days ARO

Group	Line No.	QTY	Part Number	Description	Unit Price	Extension
Cluster 1	1	3	7Y94SCXF00	ThinkAgile VX 2U Node	\$24,620.73	\$73,862.19
	2	1	B1DH	ThinkAgile VX 2U 2.5" 8/16/24 Bay Chassis	\$0.00	\$0.00
	3	1	B0W3	XClarity Pro	\$0.00	\$0.00
	4	1	B3XQ	3 Year	\$0.00	\$0.00
	5	2	BAZM	Intel Xeon Gold 6240R 24C 165W 2.4GHz Processor	\$0.00	\$0.00
	6	12	B4H3	ThinkSystem 32GB TruDDR4 2933MHz (2Rx4 1.2V) RDIMM	\$0.00	\$0.00
	7	3	AURA	ThinkSystem 2U/Twr 2.5" SATA/SAS 8-Bay Backplane	\$0.00	\$0.00
	8	1	5977	Select Storage devices - no configured RAID required	\$0.00	\$0.00
	9	3	AUNL	ThinkSystem 430-8i SAS/SATA 12Gb HBA	\$0.00	\$0.00
	10	1	B5MC	vSAN All Flash Config	\$0.00	\$0.00
	11	1	B8HU	ThinkSystem 2.5" PM1645a 800GB Mainstream SAS 12Gb Hot Swap SSD	\$0.00	\$0.00
	12	4	B91D	ThinkSystem 2.5" PM1643a 7.68TB Entry SAS 12Gb Hot Swap SSD	\$0.00	\$0.00
	13	1	AUMV	ThinkSystem M.2 with Mirroring Enablement Kit	\$0.00	\$0.00
	14	2	B919	ThinkSystem M.2 5300 480GB SATA 6Gbps Non-Hot Swap SSD	\$0.00	\$0.00
	15	1	BHSR	VMware ESXi 7.0 U2 (Factory Installed)	\$0.00	\$0.00
	16	1	AUR4	ThinkSystem 2U x8/x8/x8 PCIe FH Riser 1	\$0.00	\$0.00
	17	1	AURC	ThinkSystem SR550/SR590/SR650 x16/x8(or x16) PCIe FH Riser 2 Kit	\$0.00	\$0.00
	18	2	B21R	ThinkSystem QLogic QL41262 10/25GbE SFP28 2-Port PCIe Ethernet Adapter	\$0.00	\$0.00
	19	2	AVWF	ThinkSystem 1100W (230V/115V) Platinum Hot-Swap Power Supply	\$0.00	\$0.00
	20	2	6400	2.8m, 13A/100-250V, C13 to C14 Jumper Cord	\$0.00	\$0.00

21	1	AUPW	ThinkSystem XClarity Controller Standard to Enterprise Upgrade	\$0.00	\$0.00
22	1	AXCA	ThinkSystem Toolless Slide Rail	\$0.00	\$0.00
23	1	AURD	ThinkSystem 2U left EIA Latch Standard	\$0.00	\$0.00
24	1	B0MK	Enable TPM 2.0	\$0.00	\$0.00
25	1	B4NL	ThinkSystem SR650 Refresh MB	\$0.00	\$0.00
26	1	B7Y0	Enable IPMI-over-LAN	\$0.00	\$0.00
27	1	B1DS	VX Badge 1	\$0.00	\$0.00
28	1	B51S	ThinkAgile VX 2U Node	\$0.00	\$0.00
29	1	B44E	VX 2U Lenovo Agency Label	\$0.00	\$0.00
30	1	B265	ThinkAgile VX Pubkit	\$0.00	\$0.00
31	1	AUT8	ThinkSystem 1100W RDN PSU Caution Label	\$0.00	\$0.00
32	1	B1DT	VX 2U Service Label LI	\$0.00	\$0.00
33	1	B13M	ThinkAgile EIA Plate	\$0.00	\$0.00
34	1	AUSG	ThinkSystem SR650 6038 Fan module	\$0.00	\$0.00
35	1	AUTA	XCC Network Access Label	\$0.00	\$0.00
36	2	AVJ2	ThinkSystem 4R CPU HS Clip	\$0.00	\$0.00
37	4	AURR	ThinkSystem M3.5 Screw for Riser 2x2pcs and Planar 5pcs	\$0.00	\$0.00
38	2	AUSF	Lenovo ThinkSystem 2U MS CPU Performance Heatsink	\$0.00	\$0.00
39	1	B31F	ThinkSystem SR650/SR550/SR590 M.2 Thermal Kit	\$0.00	\$0.00
40	1	AURY	Lenovo ThinkSystem PHY Module Dummy	\$0.00	\$0.00
41	1	B173	Companion Part for XClarity Controller Standard to Enterprise Upgrade in Factory	\$0.00	\$0.00
42	1	AUTJ	ThinkSystem common Intel Label	\$0.00	\$0.00
43	12	AURS	Lenovo ThinkSystem Memory Dummy	\$0.00	\$0.00
44	1	AURQ	Lenovo ThinkSystem 2U 3FH Riser Bracket	\$0.00	\$0.00
45	1	AURP	Lenovo ThinkSystem 2U 2FH Riser Bracket	\$0.00	\$0.00
46	4	AUSA	Lenovo ThinkSystem M3.5" Screw for EIA	\$0.00	\$0.00
47	1	AUTQ	ThinkSystem small Lenovo Label for 24x2.5"/12x3.5"/10x2.5"	\$0.00	\$0.00
48	2	AVEP	ThinkSystem 4x1 2.5" HDD Filler	\$0.00	\$0.00
49	11	AVEN	ThinkSystem 1x1 2.5" HDD Filler	\$0.00	\$0.00
50	1	AUSU	ThinkSystem Package for SR650	\$0.00	\$0.00
51	1	BK14	Low voltage (100V+)	\$0.00	\$0.00
52	1	9207	VMWare Specify	\$0.00	\$0.00
53	1	9220	Preload by Hardware Feature Specify	\$0.00	\$0.00
54	1	AUTF	ThinkSystem 4-7 sequence Label for 2U 2.5"	\$0.00	\$0.00
55	1	AUTY	ThinkSystem 12-15 sequence Label for 24x2.5"Chassis	\$0.00	\$0.00
56	1	AWFF	ThinkSystem SR650 WW Lenovo LPK	\$0.00	\$0.00
57	1	AUSH	MS First 2U 8x2.5" HDD BP Cable Kit	\$0.00	\$0.00
58	2	AUSM	MS 2nd 2U 8X2.5" Cable Kit	\$0.00	\$0.00
59	1	BE0D	N+1 Redundancy With Over-Subscription	\$0.00	\$0.00
60	1	B0ML	Feature Enable TPM on MB	\$0.00	\$0.00
61	2	B310	Ologic 25G 2U Bracket	\$0.00	\$0.00
62	3	A2HP	Configuration ID 01	\$0.00	\$0.00
63	3	5374CM1	Configuration Instruction	\$0.00	\$0.00

	64	1	AVE7	ThinkSystem 430-8i SAS/SATA 12Gb HBA placement	\$0.00	\$0.00
	65	1	A2JY	Controller 02	\$0.00	\$0.00
	66	1	A2HP	Configuration ID 01	\$0.00	\$0.00
	67	3	5374CM1	Configuration Instruction	\$0.00	\$0.00
	68	1	AVE7	ThinkSystem 430-8i SAS/SATA 12Gb HBA placement	\$0.00	\$0.00
	69	1	A2JZ	Controller 03	\$0.00	\$0.00
	70	1	A2HP	Configuration ID 01	\$0.00	\$0.00
	71	3	5374CM1	Configuration Instruction	\$0.00	\$0.00
	72	1	AVE7	ThinkSystem 430-8i SAS/SATA 12Gb HBA placement	\$0.00	\$0.00
	73	1	A2JX	Controller 01	\$0.00	\$0.00
	74	1	A2HP	Configuration ID 01	\$0.00	\$0.00
	75	3	5641PX3	XClarity Pro, Per Endpoint w/3 Yr SW S&S	\$0.00	\$0.00
	76	1	1340	Lenovo XClarity Pro, Per Managed Endpoint w/3 Yr SW S&S	\$0.00	\$0.00
	77	1	3444	Registration only	\$0.00	\$0.00
	78	3	5PS7A86839	3YR PREM 24X7X4+YDYY VX 2U CN SVCS	\$1,175.39	\$3,526.17
Cluster 2	79	3	7Y94SCXE00	ThinkAgile VX 2U Node	\$24,620.73	\$73,862.19
	80	1	B1DH	ThinkAgile VX 2U 2.5" 8/16/24 Bay Chassis	\$0.00	\$0.00
	81	1	B0W3	XClarity Pro	\$0.00	\$0.00
	82	1	B3XQ	3 Year	\$0.00	\$0.00
	83	2	BAZM	Intel Xeon Gold 6240R 24C 165W 2.4GHz Processor	\$0.00	\$0.00
	84	12	B4H3	ThinkSystem 32GB TruDDR4 2933MHz (2Rx4 1.2V) RDIMM	\$0.00	\$0.00
	85	3	AURA	ThinkSystem 2U/Twr 2.5" SATA/SAS 8-Bay Backplane	\$0.00	\$0.00
	86	1	5977	Select Storage devices - no configured RAID required	\$0.00	\$0.00
	87	3	AUNL	ThinkSystem 430-8i SAS/SATA 12Gb HBA	\$0.00	\$0.00
	88	1	B5MC	vSAN All Flash Config	\$0.00	\$0.00
	89	1	B8HU	ThinkSystem 2.5" PM1645a 800GB Mainstream SAS 12Gb Hot Swap SSD	\$0.00	\$0.00
	90	4	B91D	ThinkSystem 2.5" PM1643a 7.68TB Entry SAS 12Gb Hot Swap SSD	\$0.00	\$0.00
	91	1	AUMV	ThinkSystem M.2 with Mirroring Enablement Kit	\$0.00	\$0.00
	92	2	B919	ThinkSystem M.2 5300 480GB SATA 6Gbps Non-Hot Swap SSD	\$0.00	\$0.00
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	94	1	AUR4	ThinkSystem 2U x8/x8/x8 PCIe FH Riser 1	\$0.00	\$0.00
	95	1	AURC	ThinkSystem SR550/SR590/SR650 x16/x8(or x16) PCIe FH Riser 2 Kit	\$0.00	\$0.00
	96	2	B21R	ThinkSystem QLogic QL41262 10/25GbE SFP28 2-Port PCIe Ethernet Adapter	\$0.00	\$0.00
	97	2	AVWF	ThinkSystem 1100W (230V/115V) Platinum Hot-Swap Power Supply	\$0.00	\$0.00
	98	2	6400	2.8m, 13A/100-250V, C13 to C14 Jumper Cord	\$0.00	\$0.00
	99	1	AUPW	ThinkSystem XClarity Controller Standard to Enterprise Upgrade	\$0.00	\$0.00
	100	1	AXCA	ThinkSystem Toolless Slide Rail	\$0.00	\$0.00
	101	1	AURD	ThinkSystem 2U left EIA Latch Standard	\$0.00	\$0.00

102	1	B0MK	Enable TPM 2.0	\$0.00	\$0.00
103	1	B4NL	ThinkSystem SR650 Refresh MB	\$0.00	\$0.00
104	1	B7Y0	Enable IPMI-over-LAN	\$0.00	\$0.00
105	1	B1DS	VX Badge 1	\$0.00	\$0.00
106	1	B51S	ThinkAgile VX 2U Node	\$0.00	\$0.00
107	1	B44E	VX 2U Lenovo Agency Label	\$0.00	\$0.00
108	1	B265	ThinkAgile VX Pubkit	\$0.00	\$0.00
109	1	AUT8	ThinkSystem 1100W RDN PSU Caution Label	\$0.00	\$0.00
110	1	B1DT	VX 2U Service Label LI	\$0.00	\$0.00
111	1	B13M	ThinkAgile EIA Plate	\$0.00	\$0.00
112	1	AUSG	ThinkSystem SR650 6038 Fan module	\$0.00	\$0.00
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127	11	AVEN	ThinkSystem 1x1 2.5" HDD Filler	\$0.00	\$0.00
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140	3	A2HP	Configuration ID 01	\$0.00	\$0.00
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143	1	A2JY	Controller 02	\$0.00	\$0.00
144	1	A2HP	Configuration ID 01	\$0.00	\$0.00

	145	3	5374CM1	Configuration Instruction	\$0.00	\$0.00
	146	1	AVE7	ThinkSystem 430-8i SAS/SATA 12Gb HBA placement	\$0.00	\$0.00
	147	1	A2JZ	Controller 03	\$0.00	\$0.00
	148	1	A2HP	Configuration ID 01	\$0.00	\$0.00
	149	3	5374CM1	Configuration Instruction	\$0.00	\$0.00
	150	1	AVE7	ThinkSystem 430-8i SAS/SATA 12Gb HBA placement	\$0.00	\$0.00
	151	1	A2JX	Controller 01	\$0.00	\$0.00
	152	1	A2HP	Configuration ID 01	\$0.00	\$0.00
	153	3	5641PX3	XClarity Pro, Per Endpoint w/3 Yr SW S&S	\$0.00	\$0.00
	154	1	1340	Lenovo XClarity Pro, Per Managed Endpoint w/3 Yr SW S&S	\$0.00	\$0.00
	155	1	3444	Registration only	\$0.00	\$0.00
	156	3	5PS7A86839	3YR PREM 24X7X4+YDYY VX 2U CN SVCS	\$1,175.39	\$3,526.17
Group 3	157	3	7Y94SCXG00	ThinkAgile VX 2U Node	\$31,209.86	\$93,629.58
	158	1	B1DH	ThinkAgile VX 2U 2.5" 8/16/24 Bay Chassis	\$0.00	\$0.00
	159	1	B0W3	XClarity Pro	\$0.00	\$0.00
	160	1	B3XQ	3 Year	\$0.00	\$0.00
	161	2	BAZM	Intel Xeon Gold 6240R 24C 165W 2.4GHz Processor	\$0.00	\$0.00
	162	12	B4H3	ThinkSystem 32GB TruDDR4 2933MHz (2Rx4 1.2V) RDIMM	\$0.00	\$0.00
	163	12	B4H4	ThinkSystem 64GB TruDDR4 2933MHz (2Rx4 1.2V) RDIMM	\$0.00	\$0.00
	164	3	AURA	ThinkSystem 2U/Twr 2.5" SATA/SAS 8-Bay Backplane	\$0.00	\$0.00
	165	1	5977	Select Storage devices - no configured RAID required	\$0.00	\$0.00
	166	3	AUNL	ThinkSystem 430-8i SAS/SATA 12Gb HBA	\$0.00	\$0.00
	167	1	B5MC	vSAN All Flash Config	\$0.00	\$0.00
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	169	4	B91D	ThinkSystem 2.5" PM1643a 7.68TB Entry SAS 12Gb Hot Swap SSD	\$0.00	\$0.00
	170	1	AUMV	ThinkSystem M.2 with Mirroring Enablement Kit	\$0.00	\$0.00
	171	2	B919	ThinkSystem M.2 5300 480GB SATA 6Gbps Non-Hot Swap SSD	\$0.00	\$0.00
	172	1	BHSR	VMware ESXi 7.0 U2 (Factory Installed)	\$0.00	\$0.00
	173	1	AUR4	ThinkSystem 2U x8/x8/x8 PCIE FH Riser 1	\$0.00	\$0.00
	174	1	AURC	ThinkSystem SR550/SR590/SR650 x16/x8(or x16) PCIE FH Riser 2 Kit	\$0.00	\$0.00
	175	2	B21R	ThinkSystem QLogic QL41262 10/25GbE SFP28 2-Port PCIE Ethernet Adapter	\$0.00	\$0.00
	176	2	AVWF	ThinkSystem 1100W (230V/115V) Platinum Hot-Swap Power Supply	\$0.00	\$0.00
	177	2	6400	2.8m, 13A/100-250V, C13 to C14 Jumper Cord	\$0.00	\$0.00
	178	1	AUPW	ThinkSystem XClarity Controller Standard to Enterprise Upgrade	\$0.00	\$0.00
	179	1	AXCA	ThinkSystem Toolless Slide Rail	\$0.00	\$0.00
	180	1	AURD	ThinkSystem 2U left EIA Latch Standard	\$0.00	\$0.00
	181	1	B0MK	Enable TPM 2.0	\$0.00	\$0.00
	182	1	B4NL	ThinkSystem SR650 Refresh MB	\$0.00	\$0.00

183	1	B7Y0	Enable IPMI-over-LAN	\$0.00	\$0.00
184	1	B1DS	VX Badge 1	\$0.00	\$0.00
185	1	B51S	ThinkAgile VX 2U Node	\$0.00	\$0.00
186	1	B44E	VX 2U Lenovo Agency Label	\$0.00	\$0.00
187	1	B265	ThinkAgile VX Pubkit	\$0.00	\$0.00
188	1	AUT8	ThinkSystem 1100W RDN PSU Caution Label	\$0.00	\$0.00
189	1	B1DT	VX 2U Service Label LI	\$0.00	\$0.00
190	1	B13M	ThinkAgile EIA Plate	\$0.00	\$0.00
191	1	AUSG	ThinkSystem SR650 6038 Fan module	\$0.00	\$0.00
192	1	AUTA	XCC Network Access Label	\$0.00	\$0.00
193	2	AVJ2	ThinkSystem 4R CPU HS Clip	\$0.00	\$0.00
194	4	AURR	ThinkSystem M3.5 Screw for Riser 2x2pcs and Planar 5pcs	\$0.00	\$0.00
195	2	AUSF	Lenovo ThinkSystem 2U MS CPU Performance Heatsink	\$0.00	\$0.00
196	1	B31F	ThinkSystem SR650/SR550/SR590 M.2 Thermal Kit	\$0.00	\$0.00
197	1	AURY	Lenovo ThinkSystem PHY Module Dummy	\$0.00	\$0.00
198	1	B173	Companion Part for XClarity Controller Standard to Enterprise Upgrade in Factory	\$0.00	\$0.00
199	1	AUTJ	ThinkSystem common Intel Label	\$0.00	\$0.00
200	1	AURQ	Lenovo ThinkSystem 2U 3FH Riser Bracket	\$0.00	\$0.00
201	1	AURP	Lenovo ThinkSystem 2U 2FH Riser Bracket	\$0.00	\$0.00
202	4	AUSA	Lenovo ThinkSystem M3.5" Screw for EIA	\$0.00	\$0.00
203	1	AUTQ	ThinkSystem small Lenovo Label for 24x2.5"/12x3.5"/10x2.5"	\$0.00	\$0.00
204	2	AVEP	ThinkSystem 4x1 2.5" HDD Filler	\$0.00	\$0.00
205	11	AVEN	ThinkSystem 1x1 2.5" HDD Filler	\$0.00	\$0.00
206	1	AUSU	ThinkSystem Package for SR650	\$0.00	\$0.00
207	1	BK14	Low voltage (100V+)	\$0.00	\$0.00
208	1	9207	VMWare Specify	\$0.00	\$0.00
209	1	9220	Preload by Hardware Feature Specify	\$0.00	\$0.00
210	1	AUTF	ThinkSystem 4-7 sequence Label for 2U 2.5"	\$0.00	\$0.00
211	1	AUTY	ThinkSystem 12-15 sequence Label for 24x2.5"Chassis	\$0.00	\$0.00
212	1	AWFF	ThinkSystem SR650 WW Lenovo LPK	\$0.00	\$0.00
213	1	AUSH	MS First 2U 8x2.5" HDD BP Cable Kit	\$0.00	\$0.00
214	2	AUSM	MS 2nd 2U 8X2.5" Cable Kit	\$0.00	\$0.00
215	1	BE0D	N+1 Redundancy With Over-Subscription	\$0.00	\$0.00
216	1	B0ML	Feature Enable TPM on MB	\$0.00	\$0.00
217	2	B310	Ologic 25G 2U Bracket	\$0.00	\$0.00
218	3	A2HP	Configuration ID 01	\$0.00	\$0.00
219	3	5374CM1	Configuration Instruction	\$0.00	\$0.00
220	1	AVE7	ThinkSystem 430-8i SAS/SATA 12Gb HBA placement	\$0.00	\$0.00
221	1	A2JY	Controller 02	\$0.00	\$0.00
222	1	A2HP	Configuration ID 01	\$0.00	\$0.00
223	3	5374CM1	Configuration Instruction	\$0.00	\$0.00
224	1	AVE7	ThinkSystem 430-8i SAS/SATA 12Gb HBA placement	\$0.00	\$0.00
225	1	A2JZ	Controller 03	\$0.00	\$0.00



	226	1	A2HP	Configuration ID 01	\$0.00	\$0.00
	227	3	5374CM1	Configuration Instruction	\$0.00	\$0.00
	228	1	AVE7	ThinkSystem 430-8i SAS/SATA 12Gb HBA placement	\$0.00	\$0.00
	229	1	A2JX	Controller 01	\$0.00	\$0.00
	230	1	A2HP	Configuration ID 01	\$0.00	\$0.00
	231	3	5641PX3	XClarity Pro, Per Endpoint w/3 Yr SW S&S	\$0.00	\$0.00
	232	1	1340	Lenovo XClarity Pro, Per Managed Endpoint w/3 Yr SW S&S	\$0.00	\$0.00
	233	1	3444	Registration only	\$0.00	\$0.00
	234	3	5PS7A86839	3YR PREM 24X7X4+YD YD VX 2U CN SVCS	\$1,175.39	\$3,526.17
Services	235	3	5MS7B00082	THINKAGILE VX ONSITE DEPLOY SVCS BASE	\$8,350.98	\$25,052.94
	236	9	5AS7A83188	HW INSTALLATION BUSINESS HOURS SVCS FOR VX 2U CERTIFIED NODE	\$365.63	\$3,290.67
VMWare	237	18	7S0600NBWW	VMware vSAN 7 Enterprise Plus for 1 processor License	\$3,274.88	\$58,947.84
	238	18	7S060634WW	VMware Provided VMware vSAN 7 Enterprise Plus for 1 processor for 1Yr S&S	\$2,209.76	\$39,775.68
TOTAL					\$	378,999.60

Quotation Comments

Ask your Sterling Account Manager about our Imaging and Asset Tagging Services.

CAGE: **06AP0** | DUNS: **938836541**

4. Lenovo ThinkAgile VX Deployment Scope

1. Conduct remote preparation and services planning with Customer:

- a. Gather detailed requirements
- b. Review and validate hardware configuration, all prerequisites and dependencies
- c. Identify roles and responsibility
- d. Request customer to power on servers and validate all components show green light to indicate healthy state.

2. Verify and update ThinkAgile VX to the recommended solution level

- a. Verify and update server firmware on the latest Lenovo VX best receipt
- b. Verify ESXi hypervisor preload or re-image ESXi hypervisor as needed

3. Perform basic network configuration for integration

- a. Configure IPv4 on all hw components
 - i. XCC (XClarity Controller/management interface)
 - ii. ESXi (standard vSwitch on management, vmotion, and vSAN)

4. Perform baseline vSAN configuration

- a. Deploy vCenter appliance with default setting
- b. Manage new ESXi hosts with vCenter
- c. Configure vSAN for storage
- d. Create and map datastore, if applicable
- e. Perform vSAN health check testing

5. Provide Post Install Documentation

- a. Network, vSAN and login information
- b. Reference material for vSAN

5. Lenovo ThinkAgile VX Specification Sheet



ThinkAgile VX Series

Simplify IT infrastructure and accelerate time-to-value



VX Series models above: VX3320 top, VX7520 middle and VX3720 bottom

vSAN Hyperconverged Architecture

Differentiating yourself from the competition is vital in today's fast-moving business environment. To support your business, IT systems must be simple, agile, and cost-effective so you can meet your customers' requirements to be ever online. Lenovo ThinkAgile VX Series enables you to meet these requirements by focusing on the business outcome you require, rather than on building your infrastructure.

ThinkAgile VX Series, powered by VMware vSAN, is available in several models. Each is preconfigured, pretested, and optimized to provide the simplest way to bring a new VMware hyperconverged environment online. If you have an existing VMware environment, the VX Series can integrate into it easily.

Designed for any size business from SMBs through large enterprises, VX Series can be used as infrastructure for remote office/branch office (ROBO) and retail stores as well as virtual desktop infrastructure (VDI) and enterprise applications.

Buying vs. Building Infrastructure

Typically, VMware vSAN installation is very much a do-it-yourself project. Customers must configure, test, debug, optimize, validate, etc., on their own. However, ThinkAgile VX Series eliminates all of that time and effort by completing those steps before it leaves the factory.

VX Series arrives with the hardware configured, software installed, and Lenovo professional services to integrate it into your environment. This makes VX Series easy to deploy, provides faster time-to-value, and reduces your costs. VX Series includes powerful lifecycle management capabilities via vSphere Lifecycle Manager (vLCM). vLCM speeds deployment, simplifies patching and updating software, and offers task automation. This enables you to free up valuable personnel for more productive tasks.

VX Series is simple to manage and operate. With compute, storage, and virtualization resources integrated into a single node, it enables you to dramatically simplify your infrastructure by pooling multiple sets of node resources into a single virtual structure for more efficient utilization and management. Plus, the infrastructure scales rapidly to meet the growing needs of your business.

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2 | ThinkAgile VX Series

There is no need for expensive IT overprovisioning. You can wait until you actually need additional resources before you pay for them.

Flexibility and Choice

ThinkAgile VX Series comes in a wide range of platforms and provides the flexibility to configure the system you need to meet any use-case. Both all-flash and hybrid platforms are supported.

- **VX 1000 Series** — General-purpose 1U 1-socket platform for small businesses and remote sites.
- **VX 2000 Series** — General-purpose 1U 1-node platform optimized small and medium businesses.
- **VX 3000 Series** — General-purpose 1U and 2U 1-node platform and 2U 4-node platform optimized for compute-heavy applications, such as VDI. The VX3520-G 2U 1-node platform is available with GPU hardware for accelerating graphics-intensive VDI deployments.
- **VX 5000 Series** — Storage-dense 2U 1-node platform optimized for long-term, high-capacity storage requirements
- **VX 7000 Series** — 2U 1-node platform optimized for the highest-performance workloads, such as databases and collaboration.

Scalability and Performance

Based on Lenovo ThinkSystem platforms that incorporate powerful Intel® Xeon® processor Scalable family CPUs, VX Series allows you to start small, with as few as three nodes, and scale either by adding more storage capacity or by adding nodes one at a time. This enables you to scale capacity and performance easily and without disruption to day-to-day operations. All-flash models support inline de-duplication, compression, and encryption to give you an optimized, secure, high-performance platform with maximum usable capacity.

Fast Time-to-Business Use

All ThinkAgile platforms are delivered with Lenovo ThinkAgile Advantage. Lenovo Services will set up and configure your new solution and provide any training you need to get the system operational. Your VX Series will be up and running productively in hours instead of days or weeks.

Once your VX Series is deployed, you'll have the utmost in productivity. After all, ThinkSystem servers currently hold nearly 200 world records on industry-standard benchmarks.* And dating back to 2001, Lenovo servers have achieved more than 500 world record results, demonstrating a history of performance innovation.

Greater Reliability

A successful hyperconverged solution requires reliable server platforms. Because servers perform both the compute and pooled-storage missions, uptime is more important than ever.

For 7 years in a row, Lenovo servers have held the #1 reliability rating among all x86 server brands worldwide, according to the latest ITIC Global Server Hardware and OS Reliability Survey.[†] The independent survey polled hundreds of global businesses and Lenovo servers continue to rank at the top.

ThinkAgile Advantage Support

If you need support, Lenovo ThinkAgile Advantage gives you a direct phone line to a team of experts who support only ThinkAgile solutions. The experts will rapidly diagnose any hardware or software issues and remain with you as the single-point-of-contact throughout the entire support process.



3 | ThinkAgile VX Series

Bottom Line

ThinkAgile VX Series enables you to simplify your IT infrastructure and drive down costs through the combination of preloaded easy-to-use software on powerful, extremely reliable hardware. All VX Series models are backed by world-class Lenovo services and support.

The perfect complement to the VX Series, Lenovo's comprehensive data center services portfolio spans the entire lifecycle of your Lenovo IT assets. Tailor your data center services to meet specific business needs and response-time targets with preconfigured support levels. Service options include assessment workshops, hardware installation, enterprise server software support, managed services, health checks, and more.

VX 1000 Series Specifications

The ThinkAgile VX 1000 Series models are available as a 1U form factor. The VX1000 series is an ideal 1-socket rack server for small businesses or remote sites that need industry-leading reliability, management, and security, as well as maximizing performance and flexibility for future growth.

Target Audience	Small businesses or remote sites
Model Name	VX1320
Form Factor	1U
Processor	1x Intel® Xeon® E processor, up to 6 cores @ 95W
Memory	Up to 64 GB using 4x 16GB UDIMMs; 2666MHz TruDDR4
PCIe	3x PCIe slots
Drive Bays	4x 3.5-inch simple or hot-swap SATA drives 4x 2.5-inch simple-swap SATA / SAS drives 10x 2.5-inch hot-swap SATA / SAS/SSD drives
Software Preloaded	VMware ESXi, vSAN
Systems Management	Single pane of glass with Lenovo XClarity Integrator for VMware vCenter. Integrated management offering for discovery, monitoring, firmware updates, configurations, and workload migration
License Options	VMware vSphere 6 Standard, Enterprise or Enterprise Plus with Operations Management; VMware vSAN Standard, Advanced, Enterprise; HCI Kit Advanced, HCI Kit Enterprise; 3- or 5-year support subscription
Warranty Support	3- or 5-year customer-replaceable unit and onsite service, next business day 9x5; optional service upgrades
Support	Lenovo ThinkAgile Advantage



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VX 2000 Series Specifications

The ThinkAgile VX 2000 Series models are available as a 1U 1-node form factor. The VX2000 series is designed to provide optimum performance and capacity for small and medium-sized business.

Target Audience	Small and medium-sized businesses
Model Name	VX2320
Form Factor	1U
Processor	Up to 2x Intel® Xeon® Platinum processors, up to 165W
Memory (2933MHz TruDDR4)	Up to 3TB in 24x slots, using 128GB DIMMs
GPU	None
Drive Bays	4x 3.5-inch
Cache Drive Options	1x 400GB, 800GB, 1600GB
Number of Disk Groups	1
Storage Options	3x 2TB, 4TB, 6TB, 8TB, 10TB, 12TB HDDs
Software Preloaded	VMware ESXi, vSAN
Systems Management	Single pane of glass with Lenovo XClarity Integrator for VMware vCenter. Integrated management offering for discovery, monitoring, firmware updates, configurations, and workload migration.
License Options	VMware vSphere 6 Standard, Enterprise or Enterprise Plus with Operations Management; VMware vSAN Standard, Advanced, Enterprise; HCI Kit Advanced, HCI Kit Enterprise; 3- or 5-year support subscription
Warranty Support	3- or 5-year customer-replaceable unit and onsite service, next business day 9x5; optional service upgrades
Support	Lenovo ThinkAgile Advantage



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VX 3000 Series Specifications

The ThinkAgile VX 3000 Series models are available as a 1U 1-node form factor, 2U 4-node form factor and a 2U form factor with GPUs. All VX 3000 Series models are engineered for compute-heavy workloads (business applications and VDI) and are available in all-flash and hybrid models.

Target Audience	Compute-heavy, high-performance virtualization, and VDI		
Model Name	VX3320	VX3720	VX3520-G
Form Factor	1U	2U 4-Node	2U
Processor	Up to 2x Intel® Xeon® Platinum processors, up to 165W	Up to 2x Intel® Xeon Platinum processors, up to 165W	Up to 2x Intel Xeon Platinum processors, up to 150W with GPU
Memory (2933MHz TruDDR4)	Up to 3TB in 24x slots, using 128GB DIMMs	Up to 1TB in 16x slots, using 64GB DIMMs	Up to 3TB in 24x slots, using 128GB DIMMs
GPU	None	None	1 or 2 NVIDIA GPUs
Drive Bays	10x 2.5"	6x 2.5"	16x 2.5"
Cache Drive Options	1 or 2x 400GB, 800GB, 1600GB	1 or 2x 400GB, 800GB, 1600GB	1 or 2x 400GB, 800GB, 1600GB
Number of Disk Groups	1 or 2	1 to 3	1 to 4
Storage Options	HDDs: 1.2TB, 1.8TB, 2.4TB SSDs: 1.6TB, 3.84TB, 7.68TB	HDDs: 1.2TB, 1.8TB, 2.4TB SSDs: 1.6TB, 3.84TB, 7.68TB	HDDs: 1.2TB, 1.8TB, 2.4TB SSDs: 1.6TB, 3.84TB, 7.68TB
Software Preloaded	VMware ESXi, vSAN		
Systems Management	Single pane of glass with Lenovo XClarity Integrator for VMware vCenter. Integrated management offering for discovery, monitoring, firmware updates, configurations, and workload migration.		
License Options	VMware vSphere 6 Standard, Enterprise or Enterprise Plus with Operations Management; VMware vSAN Standard, Advanced, Enterprise; HCI Kit Advanced, HCI Kit Enterprise; 3- or 5-year support subscription		
Warranty Support	3-year customer-replaceable unit and onsite service, next business day 9x5; optional service upgrades		
Support	Lenovo ThinkAgile AdvantageThinkAgile Advantage		

About Lenovo

Lenovo (HKSE: 992) (ADR: LNVGY) is a US\$45 billion Fortune 500 company and a global technology leader in driving Intelligent Transformation. Lenovo's data center solutions (ThinkSystem, ThinkAgile) are creating the capacity and computing power that are changing business and society.



6 | ThinkAgile VX Series

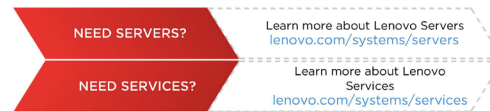
VX 5000 and VX 7000 Series Specifications

The 2U 1-node Lenovo VX 5000 Series model is engineered for storage-heavy workloads (Big Data/Analytics, email, etc.) and offers a high-capacity model. The 2U 1-node Lenovo VX 7000 Series model is engineered for high-performance workloads (for example, in-memory databases) and optimized for I/O-intensive operation.

Target Audience	Big Data/Analytics, email, large databases, and other high-capacity storage needs	High-performance workloads such as database, email and collaboration	Databases and other high-performance storage
Model Name	VX5520	VX7320-N	VX7520
Form Factor	2U	1U	2U
Processor	1x or 2x Intel® Xeon® Platinum processors, up to 165W		
Memory (TruDDR4)	Up to 3TB in 24x slots, using 128GB DIMMs 2933MHz		
Drive Bays	12x 3.5"	10x U.2 NVMe PCIe SSD	24x 2.5"
Number of Disk Groups	1x or 2x	1x or 2x	1x to 4x
Cache	1x or 2x 400GB, 800GB, 1600GB SSDs	1x 1600GB, 3200GB, 6400GB	Up to 4x 400GB, 800GB, 1600GB SSDs
Storage Options	HDDs: 6x 2TB, 4TB, 6TB, 8TB, 10TB, 12TB	SSDs: up to 7x 1.6TB, 3.2TB, 6.4TB	HDDs: up to 20x 1.2, 1.8, 2.4TB SSDs: 1.6TB, 3.84TB, 7.68TB
Software Preloaded	VMware ESXi, vSAN		
Systems Management	Single pane of glass with Lenovo XClarity Integrator for VMware vCenter. Integrated management offering for discovery, monitoring, firmware updates, configurations, and workload migration.		
License Options	VMware vSphere 6 Standard, Enterprise or Enterprise Plus with Operations Management; VMware vSAN Standard, Advanced, Enterprise; 3- or 5-year support subscription		
Warranty Support	3-year customer-replaceable unit and onsite service, next business day 9x5; opt. service upgrades		
Support	Lenovo ThinkAgile Advantage		

For More Information

To learn more about Lenovo ThinkAgile VX Series, contact your Lenovo representative or Business Partner or visit lenovo.com/thinkagile



* Visit [Lenovo Servers Continue to Lead the Industry in Performance and Value](https://lenovo.com/press)

† [ITIC Global Reliability Study](#).

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6. TERMS AND CONDITIONS

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

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

1. Invitation to Bid and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal response;
5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
6. Amendments to the Contract

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION

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

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	Sanaz Ahmadi
Contractor	Nebraska Educational Telecommunications
Contractor Street Address	1800 N 33 rd St.
Contractor City, State, Zip	Lincoln, NE 68503

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:
TM			

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.

*****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:
TM			

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:
TM			

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

J. BREACH

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

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, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach. OR In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

K. NON-WAIVER OF BREACH

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

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:
TM			

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

M. INDEMNIFICATION

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

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 the willful misconduct, 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.

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.

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.

N. ATTORNEY'S FEES

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

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:
TM			

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:
TM			

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:
TM			

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 grant 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:
TM			

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.

III. CONTRACTOR DUTIES**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and

Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <https://das.nebraska.gov/materiel/sites/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:
TM			

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. Each line item on the ITB form is to include freight costs. 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 an award is made or the solicitation is cancelled.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

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:
TM			

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. INSURANCE REQUIREMENTS

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

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) year 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) year 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 contractors' 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**. **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.

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
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
Voluntary Compensation		Statutory
UMBRELLA/EXCESS LIABILITY		
Over Primary Insurance		\$5,000,000 per occurrence
PROFESSIONAL LIABILITY		
All Other Professional Liability (Errors & Omissions)		\$1,000,000 Per Claim / Aggregate
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: Nebraska Department of Administrative Services
 Attention: Julie Dabydeen
 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.

J. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

K. ANTITRUST

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

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.

L. CONFLICT OF INTEREST

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

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.

M. STATE PROPERTY

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

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.

N. SITE RULES AND REGULATIONS

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

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

O. ADVERTISING

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

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.

P. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

Q. DISASTER RECOVERY/BACK UP PLAN

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

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.

R. DRUG POLICY

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

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.

S. WARRANTY

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The 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. Send invoices to: accounting@nebraskapublicmedia.org. 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:
TM			

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

E. PAYMENT (Statutory)

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

F. LATE PAYMENT (Statutory)

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other 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:
Tm			

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 three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

7. TECHNICAL SPECIFICATIONS

VI. TECHNICAL SPECIFICATIONS

A. CONTRACTOR INSTRUCTIONS

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

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

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

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Contractor's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Contractor's alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
Tm			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.
Tm			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.
Tm			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 Bidder to the State Purchasing Bureau, by the last day to submit written questions per the Schedule Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

C. TECHNICAL SPECIFICATIONS: SERVER CLUSTERS, STORAGE, AND TECHNOLOGY

YES	NO	NO & PROVIDE ALTERNATIVE	
Tm			1. There are three (3) clusters to bid included in this proposal. Each of the three (3) clusters must include a minimum of three servers. Bidder must include all three clusters with minimum specifications as stated in the table entries below.
Tm			2. HCI (Hyperconverged Infrastructure) or DHCI (Disaggregated Hyperconverged Infrastructure) technology required to be included with VMWare virtualization.
Tm			3. Response must present a whole server & storage solution with HCI/DHCI software and licenses required, not separate equipment.

Tm			4.	Technical Specifications only for the needed network switches is required. The network switches or top of rack hardware itself are not to be included in this solicitation. Network switches will be supplied by NET following the contractor's specifications.
Tm			5.	Cluster hosts/nodes will not require individual NIC and will use top of the rack network switch for connecting to the network.
Tm			6.	CLUSTER #1 – Must include 24 core 6240R Xeon Gold or higher spec., 2.4GHz or faster per server (3 servers, total of at least 144 cores in this cluster.)(Build is based on 3 servers minimum.)
Tm			7.	Must include at least 1152 GB RAM or more for cluster #1.
Tm			8.	CLUSTER #2 – 2.4GHz or faster per server (3 servers, total of at least 144 cores in this cluster.)(Build is based on 3 servers minimum.)
Tm			9.	Must include at least 1152 GB RAM or more for cluster #2
Tm			10.	CLUSTER #3 – Must include 24 core 6240R Xeon Gold or higher spec., 2.4GHz or faster per server (3 servers, total of at least 144 cores in this cluster.)(Build is based on 3 servers minimum.)
Tm			11.	Must include at least 3456 GB RAM or more for cluster #3.
Tm			12.	All clusters must be configured in standard 19" rack mount cases.
Tm			13.	Must include 35TB SSD useable storage available for this build. "Storage pooling technology" required.
Tm			14.	Solution must be scalable to 500TB of usable storage for future expansion. "Storage pooling technology" required.
Tm			15.	Storage can be specified as on-board or external to the clusters. Storage must be pooled using HCI/DHCI technology.
Tm			16.	Each server/node/storage chassis is required to have multiple and redundant 25GB network ports for connection to the storage chassis and client supplied top of the rack switches.
NOTES/COMMENTS:				

D. TECHNICAL SPECIFICATION: VMWARE LICENSING

YES	NO	NO & PROVIDE ALTERNATIVE	
Tm			1. VMware licensing is only required for cluster two (2)
Tm			2. Enterprise Plus VMware license required
Tm			3. 3 years VMware Enterprise Plus license with 3 years of support for cluster #2 only
Tm			4. The bid response must reflect only required items and no extras or options.
NOTES/COMMENTS:			

E. TECHNICAL SPECIFICATION: HARDWARE/SOFTWARE SUPPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
TM			1. All Proposed clusters must include a minimum of three (3) years of hardware/software technical support.
TM			2. Support must include on-site response time within four (4) hours. Please list your response time: <u>4 hours</u>
TM			3. Must include 24/7 phone support.
NOTES/COMMENTS:			

F. TECHNICAL SPECIFICATION: INSTALLATION & COMMISSIONING

YES	NO	NO & PROVIDE ALTERNATIVE	
TM			1. Professional Services on-site or remote installation and commissioning is required for project. (On-site installation and commissioning is preferred.)
TM			2. If on-site work is required, travel costs will be reimbursed based on actual expenses, but not to exceed \$5000.
NOTES/COMMENTS:			

G. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
TM			1. Deliveries desired prior to (45) days after receipt of order; quoted deliveries beyond (45) days are an award consideration.
NOTES/COMMENTS:			

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

YES	NO	NO & PROVIDE ALTERNATIVE	
TM			1. Deliver to Nebraska Educational Telecommunications, 1800 N 33 rd St, Lincoln, NE 68503
TM			2. Loading dock located on north side of building, accessible from 33 rd St.
TM			3. Loading dock hours are 8am-4pm Monday-Friday.

TM			4. Notify Pat Wilsey at 402-470-6476 three days prior to delivery.
NOTES/COMMENTS:			

I. PACKAGING

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

J. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
TM			1. Orders will be placed either by, phone, e-mail or Internet (if available and not to the exclusion of the other methods).
TM			2. All orders must reference a 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:			

K. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
TM			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.
TM			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.
TM			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:			

L. GRAY MARKET PRODUCTS PROHIBITION

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

M. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
TM			1. 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.
NOTES/COMMENTS:			

8. Form A Contractor Contact Sheet

Form A Contractor Contact Sheet Invitation To Bid Number 65920F REBID

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:	Sterling Computers Corporation
Contractor Address:	P.O Box 1995, 303 Centennial Drive North Sioux City, SD 57049
Contact Person & Title:	Bob McCabe, Sales Account Manager
E-mail Address:	Bob.McCabe@sterling.com
Telephone Number (Office):	(605) 242-4011
Telephone Number (Cellular):	N/A
Fax Number:	(605) 242-4001

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:	Sterling Computers Corporation
Contractor Address:	P.O Box 1995, 303 Centennial Drive North Sioux City, SD 57049
Contact Person & Title:	Bob McCabe, Sales Account Manager
E-mail Address:	Bob.McCabe@sterling.com
Telephone Number (Office):	(605) 242-4011
Telephone Number (Cellular):	N/A
Fax Number:	(605) 242-4001