RFP Number 5824 Z1

FOR

Hosted Voice Over Internet Protocol (VOIP) Telephony Service

Prepared For:

Nancy Storant/Annette Walton

State of Nebraska

Technical Proposal
ORIGINAL

Prepared By:

Doug Carlson, Client Executive

Doug.Carlson@siriuscom.com

402-965-2332

June 05, 2018

cisco — Gold Partner

cisco — Master Security Partner

cisco — Master Unified Communications Partner

cisco — Master Cloud Builder Partner

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SIRIUS

TRANSMITTAL LETTER

June 4, 2018

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

Re: RFP 5824 Z1 for Hosted Voice Over Internet Protocol (VoIP) Telephony Service

Dear Ma'am:

Thank you for your interest in Sirius and Cisco solutions.

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

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

Sirius acknowledges Addendum One, Revised Schedule of Events, issued on May 02, 2018, Addendum Two, Questions and Answers, issued on May 10, 2018, Addendum Three, Attachment F, issued on May 22, 2018 and Addendum Four, Questions and Answers, issued on May 24, 2018.

If you have any questions regarding this proposal, please feel free to contact Doug Carlson, Client Executive directly, at Doug.Carlson@siriuscom.com or 402-965-2332. We are eager to earn your business and thank you for the opportunity to present this proposal. Please visit www.siriuscom.com to learn more about our products and services.

Sincerely,

Bonnie M. Cerrito

Bonnie M. Cerrito
Senior Vice President, Contracts and Financial Services
Sirius Computer Solutions, Inc.

SIRIUS

FORM A – BIDDER CONTACT SHEET

Form A
Bidder Contact Sheet
Request for Proposal Number 5401 Z1

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

Preparation of Response Contact Information	
Bidder Name:	Sirius Computer Solutions, Inc.
Bidder Address:	10100 Reunion Place, Suite 500 San Antonio, TX 78216
Contact Person & Title:	Bonnie M. Cerrito, Senior Vice President of Contracts
E-mail Address:	Bonnie.cerrito@siriuscom.com
Telephone Number (Office):	210-369-8000
Telephone Number (Cellular):	N/A
Fax Number:	866-313-0960

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Sirius Computer Solutions, Inc.
Bidder Address:	10100 Reunion Place, Suite 500 San Antonio, TX 78216
Contact Person & Title:	Doug Carlson, Client Executive
E-mail Address:	Doug.carlson@siriuscom.com
Telephone Number (Office):	402-965-2332
Telephone Number (Cellular):	N/A
Fax Number:	866-313-0960

See attached Form A Contact Sheet:

W

Form A_Sirius
response Final.docx

Form A
Bidder Contact Sheet
Request for Proposal Number 5824 Z1

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

Preparation of Response Contact Information	
Bidder Name:	Sirius Computer Solutions, Inc.
Bidder Address:	10100 Reunion Place, Suite 500 San Antonio, TX 78216
Contact Person & Title:	Bonnie M. Cerrito, Senior Vice President of Contracts
E-mail Address:	Bonnie.cerrito@siriuscom.com
Telephone Number (Office):	210-369-8000
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Bidder Address:	10100 Reunion Place, Suite 500 San Antonio, TX 78216
Contact Person & Title:	Doug Carlson, Client Executive
E-mail Address:	Doug.carlson@siriuscom.com
Telephone Number (Office):	402-965-2332
Telephone Number (Cellular):	N/A
Fax Number:	866-313-0960

REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: http://das.nebraska.gov/materiel/purchasing.html

Sirius response: See attached.

signed request for
proposal.pdf

Further, Sections II through VII must be completed and returned with the proposal response.

Sirius response: See Terms and Conditions Section for response.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees

BIDDER MUST COMPLETE THE FOLLOWING

compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.
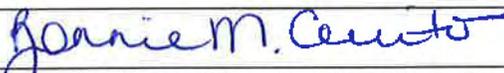
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

X 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 RFP.

_____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.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	**Sirius Computer Solutions, Inc.**
COMPLETE ADDRESS:	**10100 Reunion Place, Suite 500** **San Antonio, Texas 78216**
TELEPHONE NUMBER:	**210-369-8000**
FAX NUMBER:	**866-313-0960**
DATE:	**June 04, 2018**
SIGNATURE:	*Bonnie M. Cerrito*
TYPED NAME & TITLE OF SIGNER:	**Bonnie M. Cerrito, Senior Vice President of Contracts**

CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

Name	Sirius Computer Solutions, Inc.
HQ address	10100 Reunion Place, Suite 500, San Antonio, TX 78216
Organization Type	Incorporated in Texas as an S Corporation, founded in 1980 as Star Data Systems. 1993 Sirius Computer solutions was formed. Sirius has grown to be one of the largest IT solution providers in the U.S.
Parent Company	SCS Holdings I, Inc.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

Sirius response: Sirius will be happy to provide the requested financial statements once the attached NDA is signed and returned.

State of Nebraska
Office of CIO Financ

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

Sirius response: See attached.

Credit and Banking
Information-SCS, Ltc

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

Sirius response: Sirius is currently a named plaintiff in one lawsuit and a named defendant in three lawsuits. Sirius' current litigation is not material to the operation of its business and will not impact

NONDISCLOSURE AGREEMENT FOR FINANCIAL INFORMATION

THIS AGREEMENT by and between Sirius Computer Solutions, Inc., a Texas corporation, having principal offices at 10100 Reunion Place, Suite 500, San Antonio, Texas 78216, ("Sirius"), and State of Nebraska Office of the CIO, having offices at 501 South 14th Street, Lincoln, Nebraska 68508 ("Company") shall be effective as of September 26, 2016.

In consideration of the covenants and undertakings herein contained and the mutual benefits to be derived herefrom, the parties hereto agree as follows:

1. Purpose. For purposes of this Agreement, the party disclosing confidential information shall be referred to herein as the "Disclosing Party," and the party receiving such confidential information shall be referred to herein as the "Receiving Party." This Agreement is made to permit the Disclosing Party to disclose to the Receiving Party certain financial and business information for the purposes of conducting discussions and negotiations toward establishing a business arrangement under terms that will protect the confidential and proprietary nature of financial and business information.

2. Confidential Information The Disclosing Party may disclose to the Receiving Party other certain business and financial information concerning that party and clients which may include, but is not limited to, trade secrets, and other technical, financial, or business information (hereinafter "Confidential Information").

3. Exclusions. The term "Confidential Information" shall not include, and this Agreement shall not apply to: (i) any information known prior to such disclosure to the Receiving Party free of obligation to keep it confidential; (ii) any information that is independently developed by the Receiving Party, or an affiliate of the Receiving Party, without reference to or knowledge of the Disclosing Party's Confidential Information; (iii) any information that is within the public domain at the time of disclosure or that subsequently enters the public domain through no action on the part of the Receiving Party or any person having an obligation of confidence to the Receiving Party respecting such information; and (iv) any information released pursuant to the prior written approval of the party claiming it as Confidential Information hereunder. For purposes of Paragraph 3, any combination of Confidential Information disclosed by Disclosing Party to the Receiving Party shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combined Confidential Information qualify for exceptions under (i) – (iv) above.

4. Confidential Obligations. The Receiving Party agrees to hold and maintain Confidential Information in confidence, using not less than the same degree of care to avoid disclosure as that party uses for own proprietary information of like importance. The Receiving Party further agrees that it shall disclose Confidential Information only to those of its directors, officers, employees, agents, consultants and attorneys who have the need to know such information as provided herein. Any agents or consultants of the Receiving Party may be given such Confidential Information only pursuant to a similar Confidentiality Agreement between such agents or consultants and the Receiving Party. Neither party shall in any way or in any form disclose, publicize, or advertise in any manner the discussions that give rise to this Agreement or the discussions or negotiations covered by this Agreement without the prior written consent of the other party.

5. Return of Confidential Information. If, during the term of this Agreement, the Disclosing Party shall request the return or elimination of Confidential Information disclosed by such party (which shall be described with reasonable particularity in such request), within fifteen (15) calendar days after the receipt of such request, the Receiving Party shall return same (including all copies thereof) to the Disclosing Party, if in tangible form, and/or delete or erase such specified Confidential Information from its computer systems. Upon expiration or termination of this Agreement, the Receiving Party shall promptly, but in any event within thirty (30) calendar days following date of expiration or termination, return any and all Confidential Information and copies thereof in tangible form, that it received from the Disclosing Party and is held in its possession, custody or control, and the Receiving Party shall delete or erase all such Confidential Information from its computer systems. As and when applicable, each party shall certify to the other party, by an instrument in writing signed by an officer of such party, that such party has complied with the requirements of this paragraph. The rights and obligations of the parties shall survive any such return of Confidential Information.

6. Discovery. If the Receiving Party hereto becomes subject to a demand for discovery or disclosure of the Confidential Information of the Disclosing Party, under lawful process, the Receiving Party shall give the Disclosing Party notice of the demand prior to furnishing the Confidential Information demanded and, upon the request and at the expense of the Disclosing Party, the Receiving Party, shall obtain or cooperate with the Disclosing Party in seeking reasonable arrangements to protect the confidential and proprietary nature of such information.

7. Injunctive Relief. Each party hereto acknowledges and agrees that in the event of violation of any provision of this Agreement, irreparable damage would be inflicted, and therefore the aggrieved party shall be entitled to immediate court ordered injunctive relief to halt any apparent violation of this Agreement which such remedy shall be in addition to any other remedies available to the aggrieved party, at law or in equity.

8. Term. This Agreement shall have a term of two (2) years from the effective date hereof; provided, however, each party's rights and obligations under this Agreement shall survive the expiration of this Agreement for a period of five (5) additional years following the last disclosure of Confidential Information.

9. Governing Law. This Agreement shall be constructed and enforced in accordance with the laws of the State of Texas.

10. Arbitration. The parties agree to submit any disputes arising in connection with this Agreement to binding arbitration, pursuant to the rules of the American Arbitration Association. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs, including such fees and costs on appeal, in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

11. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if not containing the particular provisions hereof held to be invalid or unenforceable, and the rights and obligations of the parties shall be construed and enforced most closely approximating the intentions as expressed herein.

12. Integration. This Agreement contains the entire understanding between the parties hereto regarding the subject matter hereof and supersedes all prior or contemporaneous communications, Agreements or understandings with respect to the subject matter hereof. All amendments or modifications of this Agreement shall be invalid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed by its authorized representative.

SIRIUS COMPUTER SOLUTIONS, INC.	STATE OF NEBRASKA OFFICE OF CIO
By: _____	By: _____
Name: Bonnie M. Cerrito	Name: _____
Title: Sr. Vice President – Contracts & Financial Services	Title: _____
Date: _____	Date: _____

SIRIUS COMPUTER SOLUTIONS, INC.
CREDIT and BANKING APPLICATION

DATE OF INCORPORATION
October 1, 1997
Company Partnership Date: October 1, 1997
Federal Tax Identification Number: 74-2836721

DUN & BRADSTREET NUMBER
00-416-1712

CORPORATE BILLING ADDRESS
Sirius Computer Solutions, Inc.
10100 Reunion Place, Suite 500
San Antonio, Texas 78216

BANKING INFORMATION
Wells Fargo Bank
16414 San Pedro Ave. 7th Floor
San Antonio, TX 78232-2277
(210) 856-5142
Operating Acct #9600096583
Loan Officer: Margo Long

LEGAL
Cox & Smith
112 E. Pecan Street Ste., 1800
San Antonio, TX 78205
(210) 554-5500 – Kerry Benedict

TRADE CREDIT REFERENCES

Avnet Inc.
8700 South Price Road
Tempe, AZ 85284
(480) 204-0757
Donna Markwell-Credit
donna.markwell@avnet.com

Ingram Micro
1740 Wehrle Drive
Williamsville, NY 14221
(716) 616-4000
Susan Anderson-Credit
susan.anderson@ingrammicro.com

Arrow Enterprise
13219 Collections Ctr Dr
Chicago, IL 60693
303-704-4804
Maureen Carlson-Credit
mcarlson@Arrow.com

ACCOUNTS PAYABLE

AP Supervisor: Belinda Covarrubias (210) 369-8056 belinda.covarrubias@siriuscom.com
Accounting Manager: Gisela Riddle (210) 369-0662 gisela.riddle@siriuscom.com
Director of Accounting: Anne Wilkins (210) 369-0643 anne.wilkins@siriuscom.com

Accounts Payable Phone Number: 210-369-8000
Accounts Payable e-billing Mailbox: ap@siriuscom.com

Sirius' ability to perform its obligations to customers. For additional information regarding Sirius' litigation history, please contact Justin Sobey, Sirius' General Counsel, at 210.369.8000.

State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation.

Sirius response: Acknowledged.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

Sirius response: None.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

Sirius response: Headquarters: 10100 Reunion Place, Suite 500, San Antonio, TX 78216
Local Location: 14301 FNB Parkway, Suite 400; Omaha, NE 68154

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous one (1) year. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

Sirius response: Sirius Computer Solutions has enjoyed a strong relationship with the State of Nebraska for several years. A few of the projects we have worked on with the State of Nebraska in the previous year includes the IBM Mainframe project. This project involved Sirius selling and assisting the State with the implementation of two new IBM zSeries Servers. Jim Ohmberger was the State team lead on this project. In addition, Sirius has worked with the State in selling and implementing a new Cisco Phone System. Included in this project is the State Contact Center and various State Agencies. Bob Howard is the State team lead on this project. Lastly, Sirius has worked with the State Network Team to sell and implement many networking projects throughout the previous year. This would include many Cisco network switches, routers and wireless devices. Jim Sheets is the State team lead on this project. More details on each of these projects can be provided upon request.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare. If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

Sirius response: No such relationship exists.

g. CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

Sirius response: None.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

Sirius response:

1. **State of Nebraska UC VoIP and Contact Center Services**
   Sirius is currently providing Unified Communication VoIP services to approximately 2,000 users. Sirius is partnering with Cameo LTD—which is providing contact center monitoring and system administration. Sirius' services include 24x7 UC monitoring, technical and operational services along with 24x7 Service Desk.

2. **KPMG – Tax Preparation Service**
   Sirius is currently managing the configuration of the voice gateways supporting over 20,000 Cisco phones deployed throughout the United States. Additionally, KPMG is utilizing the Sirius Integration center, which is one of the largest vendor independent facilities in the United States, located near Chicago O'Hare International Airport. The Integration Center is a SOC II Compliant Lab and warehouse with secure private storage and lab facilities. Sirius is currently providing KPMG Cisco phone inventory management and On-Demand rollout based on a client driven schedule with end user data collection for workspace cube and end user information, phone asset tagging and firmware upgrades. This is the same center and services Sirius is including to the State of Nebraska as part of the simple monthly managed service fee proposed within Attachment E, Option A.

3. **Creighton University UC VoIP and Network Management services**
   Creighton University is a Jesuit College located in Omaha, NE. 8,000 students. Sirius' services include 24x7 UC monitoring, technical and operational services along with 24x7 Service Desk for the administration and students of the university as well as over 2500 networking devices.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed

for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

Sirius response: Sirius has dedicated, and focused personnel dedicated to the success of this implementation. Here are the specific specialists that will be working on your installation.

Bio Michael D_Sirius_Final.docx   Rich T Bio_Sirius.pdf   Joe C Bio_Sirius.pdf   Casey L Bio_Sirius.pdf   Tyler C Bio.pdf

We respect our client's privacy, for listed Professional References provided in the resumes as attached, we request that you contact our Client Executive, Doug Carlson to arrange contact.

j. Dedicated Support and Repair Team

The bidder must provide a single point of contact who is qualified to support the activities of order, installation and repair.

Sirius Response: Sirius will provide the State of Nebraska an Account Manager who is qualified to support the activities of order, installation and repair. This person will also be responsible as the first point of contact for all administrative and service related matters. In addition, the state will have several points of escalation within our overall account management structure. Sirius uses key cadence meetings and assigned responsibilities to complement its service management tool to make sure communication with the State is regular and meaningful. As such, during its regularly scheduled cadence meetings, a designee from the State will be a participant. The following highlights Sirius' methodology for Account Management:

Service Management Roles and Responsibilities:

Client Executive
- Executive Relationship between Sirius and Client
- Point of Escalation beyond Managed Services Account Manager
- Responsible for Client Satisfaction
- Driver of New Sirius Services and/or Products

Managed Services Account Manager
- Responsible for the State of Nebraska relationship and client satisfaction
- Manages Contracts and Addendums for services
- Client Advocate for Service Delivery
- Dotted Line Reporting to Client Executive
- Day-to-day support responsibilities include:
  - Changes, Incidents, Support Requests

Michael D

Senior Network Engineer - Presales

Michael has over twenty years of experience in technology engineering, consulting, and management. His career started as a network engineer and progressed over a dozen years to IT director, before switching to the reseller side of the industry. As a consultant, Michael has worked with technical and non-technical business leaders across a broad range of industry verticals providing subject matter expertise in unified communications \ IP telephony, video \ telepresence, and online \ hybrid collaboration services.

Professional Experience

Michael has designed Unified Collaboration solutions for well over 100 customers ranging from 4 endpoints in a single site to just over 50,000 endpoints spread across 100's of offices around the world.

SENIOR NETWORK ENGINEER - PRESALES, Sirius Computer Solutions, Lincoln, Nebraska

February 2017 – Present

Deep experience providing consultation and network design services to select public and private sector enterprises implementing voice communication systems, telepresence solutions, and collaboration tools. Help both technical and non-technical business leaders identify opportunities for improvement in their existing environment, as well as opportunities for advancement with emerging technologies, and translate those items into specific business use cases to optimize technology adoption. Research industry \ competitive trends and communicate implications to legacy, existing, and emerging systems. Provide specific subject matter expertise in unified communications \ IP telephony, video \ telepresence, and online \ hybrid collaboration services. Develop, write, and present sales proposals including executive summaries, professional services contracts, and product quotes.

Distinctive skill set advising organizations on technology both as a reseller and former customer; with experience at all levels from engineering to executive. Aptitude for solution selling; quantifying the needed or desired outcome, describing the solution proposed to provide that outcome, identifying the risks \ rewards of their decision, and summarizing the financial reality of the solution.

VICE PRESIDENT OF ARCHITECTURE, Alexander Open Systems, Lincoln, Nebraska October 2014 – January 2016

Manage all aspects of the presales design architecture and inside sales teams for Nebraska, Iowa, and the Dakotas; including coaching, technical training, hiring \ termination, approvals, compensation auditing, and task delegation for as many as 16 direct reports. Responsible for $7.6M in annual quota from product and service margins across our Cisco, EMC, VCE, VMWare, and HP practices and AOS professional services and cloud-based offerings. Provide weekly, monthly, and annual sales commitments, forecasts, and reports. Foster tactical and strategic relationships with our new and existing manufacturing partners. Engage customers as part of the sales process and in resolution of customer satisfaction issues.

Senior level leadership experience in the presales engineering field; successfully meeting the challenges of both sales and engineering. Extensive knowledge of the technology value added reseller (VAR) business, from real-world experience in customer-facing and business-leadership roles. Established relationships with dozens of technology manufacturers and hundreds of public and private sector companies \ agencies across the Midwest that provide a deep understanding of a broad range of technologies and technology management methodologies.

CISCO DESIGN ARCHITECT, Alexander Open Systems, Lincoln, Nebraska February 2007 – October 2014

Provide consultation and network design services to clients implementing solutions across physical, network, communications, storage, server, and application infrastructures. Help both technical and non-technical business leaders identify problems & new trends, translate those items into specific business initiatives, obtain \ retain the appropriate human talent & capital resources to execute those initiatives, and manage the coordination of competing factors. Research industry \ competitive trends and communicate implications to legacy, existing, and emerging systems. Provide specific subject matter expertise in Unified Communications \ IP Telephony, Wireless, and Security. Develop, write, and present sales

proposals including professional services contracts and product quotes.

Broad ranging experience with different uses of technology and technology management methodologies consulting with hundreds of public and private sector companies \ agencies across the Midwest. Distinctive skill set advising organizations on hardware and software needs as both a reseller \ consultant and as a former IT decision maker. Aptitude for creating cost projection models; skilled at identifying all current costs, quantifying the financial impact of new technologies, and combining the resultant cost comparisons with business accounting concepts like the cost of capital and cash flow to create a holistic projection.

INFORMATION TECHNOLOGY MANAGER, Sandhills Publishing, Lincoln, Nebraska June 1995 - February 2007

Progressive career including software development, telecommunications administrator, network engineer, and IT Management. Represented the executive leadership of Sandhills working closely with the President, Vice-President, and Controller to set strategy for the operations and software development teams. Controlled capital expenditures holding primary responsibility for the creation of and adherence to a capital IT forecast in excess of $2.5 million per year from 2003 to 2007 including formal cost justification procedures and executive oversight. Played an .egral role in the business development of Processor magazine adding editorial, guiding advertising content, and organizing publication taxonomy standards appropriate to the intended audience. Two direct reports and numerous indirect reports including project managers, business-process managers, and technology specialists depending on the scope of current projects.

Determined business technology needs working with executive leadership, business managers, customers, end users, and technology staff, analyzed business technology capabilities examining workflow metrics accounting for the abilities and availability of human resources, and forecast IT expenditures within projected capital availability. Combined needs, capabilities, and forecasts with industry knowledge to create and continually update an enterprise technology plan. This plan included a strategic narrative of 3-year and 5-year goals, as well as 1-month, 1-year, and 3-year tactical steps to achieve those goals.

Technical Summary

Professional Certifications

- Cisco Certified Network Professional
- Cisco Certified Design Professional

Education

- Bachelor of Science – Mathematics
  Nebraska Wesleyan University

Publications

Opinion Column: "Infrastructure"
Processor Magazine, Sandhills Publishing

Nationally published author, Processor Magazine 2004 thru 2006; wrote a monthly opinion column titled "Infrastructure" covering a variety of technology topics identifying needs, researching products \ services, and implementing solutions

References

Cisco Systems Phil Velardo, Account Manager

Sandhills Publishing, Brant Washburn, Manager – Executive Controller

Beatrice Community Hospital, Coby Boring, IS Operations Manager

Rich T., PMP
Senior Project Manager

Rich T. is a senior IT infrastructure project manager with success across a broad range of initiatives. For 18 years, he has managed multiple enterprise upgrades for all sizes of organizations. His specialization has been enhancing productivity and survivability by enabling advanced storage technologies to improve productivity and provide disaster recovery options for clients. Rich has over 35 years of consulting and delivery experience in all areas of IT, including data center migrations, enterprise storage, networking, systems programming, performance and tuning, as an IBM author and instructor, manager, and project management. As an experienced project manager, Rich draws from his technical background to help drive solutions for a successful delivery.

Professional Experience

- Project manager for a large financial services company. Migrated two mainframes and 192 AIX hosts from remote locations to a centralized facility. The project included massive application data migration, storage implementation, new blade server chassis, server virtualization, and data backup/recovery implementation. Project had added complexity for coordinating server upgrades and consolidation, plus new SAN storage and DR requirements for worldwide clients. The project plan involved multiple vendors, with many dependencies and resources. At the conclusion of the mainframe migrations, the client described the event as "flawless."

- Project manager on a data center migration for a large commodities trading company. The project involved working with a co-lo to set-up and receive all servers and mainframes into a hosted facility. The new infrastructure included SAN, storage, networking and servers. The project had an aggressive schedule due to SEC-mandated deadlines. The project successfully completed ahead of schedule.

- Project manager responsible for successfully migrating Call Manager into a new data center for a global corporation. Managed the installation of new hardware, circuits, edge and cube routers into a new location. Successfully migrated Unified Communications Services.

- Managed multiple projects for a state government rollout of Cisco Unified Communications Manager involving IP telephony, messaging, voice gateways, UCCE, and IVR.

Technical Summary
Professional Certifications

- Project Management Professional (PMP Certification #204015, Nov 2004)
- ITIL Foundations
- EMC Information Storage and Management

Hardware Platforms

- Brocade, IBM and Cisco SANs
- Silver Peak SD-WAN and Palo Alto firewalls
- Cisco ACI, UC and Call Manager
- EMC enterprise storage, VPLEX, XtremIO, VMAX
- VCE converged infrastructure
- IBM mainframe, disk and tape storage systems, IBM SAN Volume Controller (SVC)
- NetApp, EMC and IBM network-attached storage

Software

- Backup technologies, network technologies, VPN, VMware, UCCX, SD-WAN, Call Manager, RecoverPoint, relational databases, SAN, NAS, disaster recovery.

Education

- MS, Information Management
  State University of New York, Binghamton
- BS, Computer Science
  Utica College
- BA, Cartography
  University of Wisconsin, Madison

References
State of NE, Andy Weekly(PM)
Creighton University, Gina Miller (PM)
OPPD, Corey Schaecher (PM)

Joe C.
Senior Networking Solutions Engineer

Joe C. has been a networking solutions engineer for Sirius since 2011. He brings more than eight years of experience to his role, including engineering, implementation and support. His responsibilities include designing, installing and supporting wired and wireless converged voice, video and data communications networks with Cisco. Joe's primary responsibilities include Unified Communications post-sale installation, pre-sale support, engineering support, and implementation services.

Roles and Responsibilities

- Provide project architecture and design
- Perform technical lead responsibilities
- Configure/implement network devices necessary to support project requirements
- Generate project documentation
- Provide project and skills-based mentoring
- Pre-sale support

Project Examples

UC Implementation

Project technologies included:

- Cisco Call Manager/Unity Connections
- Cisco IM & Presence
- InformaCast
- Call Recording
- Attendant Console
- Contact Center Express

Network redesign/implementation per site

Implementing voice configuration for Cisco VoIP. Project technologies include:

- Cisco routers/switches
- Cisco VoIP phones

Configure Cisco Telepresence units

Troubleshooting issues with video units. Project technologies include:

- Cisco TX9200-TX9000, EX60, MX200, etc.
- Cisco VCS-VCSE
- Cisco MSE

Technical Summary

Professional Certifications

- Cisco Certified Network Professional – Voice
- Cisco Certified Network Professional – R/S
- Cisco Certified Network Associate – Security
- Cisco Certified Design Associate

Technical Skills

- UC installations and implementations
- Cisco voice, video, routing and switching
- LAN/WAN routing and switching
- Basic call center implementations
- Telepresence implementation
- Collaboration implementation

Education

- BS, Telecommunications Management University of Nebraska at Kearney

References

State of Nebraska Contact Center Enterprise project, Bob Howard
State of Nebraska encrypted State Penitentiary project, Bob Howard
Children's, Hospital (Omaha, NE), Tony Adams
York General Hospital (York, NE), Chris Kraft

Casey L.
Principal Network Architect

Casey L. has been a networking solutions engineer for Sirius since 2007. He brings more than 12 years of experience to his role, including engineering, implementation and design. His responsibilities for Sirius include designing, installing and supporting wired and wireless converged voice, video, collaboration communications and data networking. Casey's primary responsibilities include Unified Communications pre- and post-sales design, pre-sale support, engineering support, and implementation services. Additionally, he is the Unified Communications team leader. In February 2016, Casey earned the position of Principal Engineer, Sirius's highest designation for its engineering staff.

Roles and Responsibilities

- Provide project architecture and design
- Perform technical lead responsibilities
- Configure/implement network devices necessary to support project requirements.
- Generate project documentation
- Provide project and skills based mentoring
- Presales support

Project Examples

6000 Phone Cisco Voice Deployment for FORTUNE 500 company

- Existing PBX integration
- Cisco Communications Manager
- Cisco Telepresence
- Cisco IM and Presence/Jabber migration
- Gateways and SIP trunking
- Cisco Contact Center Express

CUCM Cluster Consolidation Project

- Existing PBX integration
- Cisco Communications Manager and SME
- Cisco IM and Presence/Jabber
- Cisco Unity Connections
- Cisco Contact Center Express
- SIP Gateways
- VistaPoint Attendant Console

Technical Summary

Professional Certifications

- Cisco Certified Internet Expert Voice (CCIE# 27897) obtained January 2010
- Cisco Certified Network Associate
- Cisco Certified Voice Professional
- Cisco Wireless Specialist

Technical Skills

- Enterprise UC design
- UC installations and implementations
- Wireless converged voice, video, and data communications
- Call center implementations
- Collaboration implementation, Jabber/Spark/WebEx
- Cisco voice, video, wireless, routing and switching
- LAN/WAN routing and switching
- Identity Services Engine (ISE)

Education

- BS, Telecommunications Management University of Nebraska at Kearney
- MS, Management Bellevue University

References

Conagra Foods, Scott Newberry
Woodmen of the World, Adam Noonan
Ameritas, Tom Star
HDR, Roger Konwinski

Tyler C.
Networking Solutions Engineer

Tyler C. joined Sirius in 2015 and has more than five years of networking experience. Before joining Sirius, Tyler worked as a network administrator for a community college in Nebraska.

Roles and Responsibilities

- Network practice service desk coordination
- Design, plan and implement network/Unified Communications solutions
- Cisco switch and router configuration
- Planning and troubleshooting Cisco networks

Project Example

Network Refresh

Project technologies included:

- Cisco Nexus 7706 Switches
- Cisco Nexus 2248 FEX
- Cisco 3650 Stacked Switches
- Cisco 6880x Switches
- Cisco ASA 5585x Firewalls
- Cisco Sourcefire 8140 IPS

Technical Summary

Professional Certifications

- CCNA Route & Switch
- CCNA Collaboration
- CCDA

Technical Skills

- Unified Communications
  - CUCM troubleshooting
  - UCCX troubleshooting
  - UCXN troubleshooting
  - Voice gateways/SRST
  - Quality of service
- Routing and Switching
  - LAN/WAN routing and switching design, implementation and troubleshooting

Education

- BS, Information Systems Management
  Doane College

References
Kawasaki, Paul Kramer, Manger Information Systems
Brodstone memorial Hospital, Tim Hiatt, Director Information Technology
Mary Lanning Hospital, Lisa Nonneman, Director Information Technology Services

- o Project and major initiative Oversight
- Client Advocate within Delivery Teams
- Responsible for Quality Control and Process Improvement
- Drive Monthly Formal Performance Reviews and Health Checks
- Along with Account Manager assist in driving quarterly business reviews
- Ensure Client Satisfaction through Daily Service Delivery and SLA Management

Meetings:

Weekly Status Calls
- Account Management and Service Delivery Management participation
- Increases service delivery communication through:
  - o Focus on any operational and service issues
- A review of all open incidents, changes, and support requests
  - o Review of major accomplishments
  - o Review of any upcoming major initiatives and projects

Monthly SLA and Performance Review
- Again, Account Management and Service Delivery Management participation
- Review of SLA / SLG Dashboard
  - o Focus on any SLA / SLG misses
  - o Establish action plans to address any SLA / SLG misses
  - o Communicate action plan to the State of Nebraska
  - o Track Progress of action plan
- System Performance Review
  - o Capture various data to review system level performance

Quarterly Executive Business Reviews
- Review the State of Nebraska business and technical strategies
- Review Sirius business strategies – executive speaking points
- Review major accomplishments for the period
- Review and discuss upcoming initiatives
- Review quarterly performance with executive staff
  - o SLA / SLG performance
  - o Overall Systems Performance

The bidder must provide a list of personnel who will be assigned to the contract resulting from this RFP, as well as a current resume for each.

Sirius response: Sirius agrees. Sirius will provide resume information during the Transition phase of agreement.

State reserves the right to require the Contractor to replace any account team representative when the State determines that their performance is less than satisfactory. The Contractor must agree to make any requested replacement within 30 calendar days.

Sirius response: Sirius agrees.

The bidder must provide a list of contacts and telephone numbers for personnel who can be called upon during emergencies. These contacts must have the authority to expedite the installation and/or restoration of State service and be willing to work directly with OCIO personnel 24 hours a day, 365

days a year. These Contractor personnel may be contacted periodically, and their contact numbers verified as the OCIO conducts preparedness exercises.

Sirius response: Sirius agrees. Sirius will provide such information during the Transition phase of agreement.

Other key information on Sirius Managed Services that are germane to supporting the State's UC environment;

Sirius will provide 24x7x365 remote Monitoring and Management of the State of Nebraska UC environment from our Command Center in Omaha, Nebraska. Part of our Cisco-Certified Managed Services environment, this center is staffed by a team of technical professionals who will provide Service Desk, Operational Management, Systems Management and Service Management for the State of Nebraska environment.

This solution offers the State of Nebraska a superior support structure to provide the best possible service and customer experience. Sirius provides these services with our tiered support model within Managed Services ensuring 24x7x365 support. The following services will be utilized in support of the State of Nebraska Network environment:

- 24x7x365 Monitoring and Management to include:
  - Provide monitoring software for all IP enables managed devices (Cisco ASA 5506-X with IPS and content filtering)
  - Monitor IP enabled UC environment devices
  - Establish, manage, and measure device thresholds
  - Create incident tickets for actionable UC environment alerts
  - Perform root cause analysis and corrective action for reoccurring incidents
  - Perform callout and escalation for necessary incidents

- 24x7x365 Technical Support
  - Maintain and manage IOS on managed devices
  - Open and manage Cisco TAC cases
  - Provide technical configuration support for managed devices
  - Perform scheduled backups of configurations
  - Identify potential hardware failures and recommend solutions
  - Remotely apply patches to hardware
  - Remotely diagnose hardware-related problems
  - Remotely resolve hardware-related problems
  - Coordinate hardware vendor dispatch for devices under maintenance

Sirius Managed Services has developed an impressive track record of Services Management that spans a spectrum of technologies. Our focused, and highly credentialed staff, has developed ITIL processes and practices that have helped our customers reduce risk, improve serve, and reduce on-going expense.

Managed Services Business Overview

Provider of trustworthy IT outsourcing solutions to enterprise clients across all industries

...RICS	SOLUTION OFFERINGS	TECHNOLOGIES	DESIGNATIONS
• 93% customer satisfaction	• Systems Management	• Servers	• ISO 27001 certified
• 97% client renewal rate	• Operations Management	• Network	• SSAE-16 audited
• 250+ dedicated resources	• Service Management	• Storage	• Cisco Master Cloud Builder
• 12-year history of success	• Cloud Services	• Backup	• Ranked #3 MSPmentor 501
		• Hypervisors	• MSP Elite 501

MANAGED SERVICES COMPETITIVE ADVANTAGES

- Services model of architecture, design, implementation and management enables improved service and reduced risk and cost
- Cross-platform, *modular* service offerings with flexible delivery options and contract terms
- Extensive U.S.-based and global subject matter experts to offer 100% onshore *or hybrid* service delivery model
- ITIL-based service delivery model to enable clients to rapidly improve operational maturity and consistent results
- Robust client care methodology to ensure high client satisfaction

Section J. 1.1 Figure Managed Services Business Overview

Our Network Management and UC VoIP Services help free key technical resources in our Customers' organizations to focus on more strategic initiatives, while we focus on the tasks associated with day to day support and management of technology

Network Managed Services

SIRIUS

Hardware Management	Network Data Services	Monitoring	VoIP Management
• Manage Vendors for planning and problem resolution	• Manage and maintain IOS	• Provide unified monitoring SW for all managed devices	• Install patches, hot fixes, service packs, and firmware
• Remotely diagnose and resolve hardware related problems	• Open and manage vendor support cases	• Monitor network devices, WAN circuits/carrier connections	• Maintain & manage IOS
• Pro-actively monitor for and resolve HW-related failures	• Create and maintain network documentation	• Establish, manage, measure device thresholds	• Open and manage Cisco TAC cases
• Review device details for known vulnerabilities	• Apply patches/IOS upgrades	• Create incident tickets for all network alerts	• Provide technical configuration support
• Execute preventative maintenance	• Provide technical configuration support and management	• Manage and coordinate incident resolution with WAN circuit providers, OEM's, FTE's	• Provide remote MACD's
	• Performance tuning/capacity planning		• Manage Unity connection call handler
			• Perform troubleshooting/resolution

Service Governance/Account Management

- ITIL practices and policies ensuring consistent and repeatable service delivery
- Relationship anchored in SLA's and supported by financial penalties
- Dedicated Account Manager responsible for client care, overall customer satisfaction, reporting and customer advocacy
- Reporting: Client dashboard, open/closed tickets, status of service requests, changes, project planning, SLA metrics, capacity planning
- Enterprise-class tools: CA Unified Infrastructure Management   servicenow   LiveAction   Ca   Net...

www.siriuscom.com   *Section J. 1.2 Figure Network Managed Services Overview*

Finally, as the State of Nebraska determines the partner that it chooses to align, we believe it important to note that selecting Sirius it will be aligning with a mature managed service practice that focuses on developing a culture that attract and retains people that operate daily with a focus on customer satisfaction, utilizes ITIL practices and continually works on improving process to improve performance, and deploys technology for the benefit of its customers.

Operational Maturity

Level	PEOPLE	PROCESS	TECHNOLOGY
1	No organizational focus on IT infrastructure & operations	No organizational focus on IT infrastructure & operations	No formal strategy or execution on technology investments
2	Defined, technology-centric organization for IT infrastructure and operations	Ad hoc but aware that processes are necessary	Basic management tools; no formal infrastructure hardware or software standards
3	Technology-centric organization; investment in IT Service Desk function & staff	Defined Processes for IT Service Support & Project Management	IT support & project-related management tools; standards defined; begin infrastructure standardization/rationalization
4	Process-centric organization; begin to define governance structure	Repeatable and automated; focus on IT service delivery-related IT processes	Formal infrastructure standards & policies; process management tools
5	Client- and business-focused IT service and delivery-centric organization; formal governance	Integrated, automated; focus on all service management	Formal IT management process/tools architecture; shared services; aggregated capacity management

Section J. 1.3 Figure Operational Maturity Overview

The people, processes, and technology deployed for the betterment or our customers are audited annually. A few of those credentials attained by our practice are listed below.

Section J. 1.4 Figure Credentials

We are eager to become a partner with State of Nebraska in this very important endeavor!

k. Personnel and Management Approach

A major factor in the success of the Project is the degree of collaboration between Contractor staff, the OCIO, and Agency staff. The Contractor is expected to work with key OCIO stakeholders, management and subject matter experts throughout the business and technology enterprise when conducting the project activities and developing the work products and deliverables. The Contractor is required to propose a project approach that incorporates the involvement of the OCIO staff in order to obtain information and feedback necessary to produce quality work products and deliverables.

In recognition of this, the OCIO has established a dedicated project team and management structure that will participate with the Contractor on the project. The bidders shall propose a project approach that incorporates assignments to the OCIO staff to affect knowledge transfer and collaborate in producing project deliverables. The meaningful participation of the OCIO throughout the project is critical to the successful operation of the VOIP system. While OCIO staff will participate in all contract activities, the Contractor remains responsible for the creation of all deliverables.

Sirius response: Sirius will invite all key State stakeholders from agencies as appropriate and OCIO to a weekly meeting at minimum to ensure project milestones and deliverables are fulfilled. Sirius has established a project team which is a combination of sales, collaboration delivery engineers, project management and Sirius Managed Services.

The primary contact for all project coordination will be the assigned Managed Services Account Manager working closely with the project delivery teams.

State of NE Managed Services assigned Account Manager (AM)—while daily operation and management support will be provided remotely, the person responsible for coordination of day to day support, communication and customer satisfaction for the State will be assigned and available to work onsite or remotely. The key AM responsibilities include:

- Timely communication and follow up on Changes, Incidents, Support requests
- Maintain oversight on Managed Services initiatives or projects
- Client Advocate within Delivery Teams
- Communicate with State OCIO leadership on relevant matters
- Responsible for Quality Control & Process Improvement
- Drive Monthly Formal Performance Reviews
- Drive quarterly business reviews
- Ensure Client Satisfaction

The AM will also coordinate and run cadence meetings:

Weekly Account Management and Service Delivery Management Meetings:

- Increases service delivery communication
- Focus on any operational and service issues
- A review of all open incidents, changes, and support requests
- Review of major accomplishments
- Review of any upcoming major initiatives and project roll outs

Monthly Account Management and Service Delivery Management Meetings:

- Review of SLA / SLG Dashboard
- Focus on any SLA / SLG misses
- Establish action plans to address any SLA / SLG misses
  - Communicate action plan to Customer
- Track progress of system roll out
- UC Performance Review

Quarterly Account Management and Service Delivery Management Review:

- Review State business and technical strategies
- Review Sirius business strategies – executive speaking points
- Review major accomplishments for the period
- Review and discuss upcoming initiatives
- Review quarterly performance with executive staff
- SLA / SLG performance
- System Performance

I. Project Manager

The Bidder's proposal must describe policies, plans and intentions with regard to maintaining continuity of key personnel and the implementation team assigned to the project to avoid and minimize the impact of necessary staff changes.

Sirius response: See attached Project Management Plan.

State of NE -- Project
Management Plan_Sir

m. SUBCONTRACTORS

If the bidder intends to Subcontract any part of its performance hereunder, the bidder must provide:

a) name, address, and telephone number of the Subcontractor(s);
b) specific tasks for each Subcontractor(s);
c) percentage of performance hours intended for each Subcontract; and
d) total percentage of Subcontractor(s) performance hours.

Sirius response:

a) Wachter Address: 16001 W 99th St, Lenexa, KS 66219 Telephone Office: 913-541-2500
b) Watcher will perform some onsite installation and user training
c) Only one subcontractor - less than 5%
d) Only one subcontractor – less than 5%

Project Management Plan

Prepared for: State of Nebraska

Hosted VOIP Telephony Service

June 4th, 2018

Table of Contents:

Version History

CLIENT VERSION HISTORY			
VERSION	DATE	AUTHOR	CHANGE DESCRIPTION
1.0		Rich Thomsen	
2.0			
3.0			

INTERNAL DRAFT VERSION HISTORY			
VERSION	DATE	AUTHOR	CHANGE DESCRIPTION
0.1	11/30	Rich Thomsen	

Introduction

Acknowledgement

Sirius Computer Solutions would like to thank the members of the State of Nebraska project team for their assistance in creating, validating and reviewing this document.

Purpose

This document defines the Project Management Plan including the project scope, schedule, quality, communications, and project controls process.

The purpose of the project is to install, configure and use the Hosted VOIP Telephony Service for 10634 phone located in 70 cities across Nebraska.   The overall project will have 3 distinct phases:

1. Planning, Design & Scheduling
2. Infrastructure Deployment & ConfigurationSite Deployments (Locations grouped as Large, Medium & Small. Will involve multiple deployment teams)

You say "3" phases – but only list "2". ☺   Also – referencing the "technical approach" document I attached ... I had decribed it as "4" steps... I think it is essentially the same basic layout you were following – just a little different way of slicing it up.

1. <u>Core Architecture</u>: Build the core Unified Communications architecture in the State's data centers
2. <u>Provisioning</u>: Review / Plan / Provision users as orders are received from the State
3. <u>Installation</u>: Onsite installation and cutover users per site (per each order)
4. <u>Management</u>: Provide ongoing management / monitoring of the core infrastructure and configured users

Project Goals, Charter and Scope

Project Goals

The following section outlines the goal(s) of the project and describes each goal in detail. Capturing and agreeing upon clearly defined goals for the project will provide a governance framework that will guide the resolution of any issues that the project may encounter and offer a basis for measurement of the project's success.

- Replace the core telephony services provided by the legacy Centrex solution with a new UC-as-a-Service (UCaaS) offering based on Cisco System's Unified Communications Manager (UCM), Instant Messaging & Presence (IM&P), and Unity Connection (CUC) platforms – monitored and operated by Sirius' Managed Services division.
- Provide a UCaaS platform capable of adding future communications capabilities / features as appropriate to the State's operation
- Leverage the State's existing data centers to provide a high-availability / geographically diverse communications infrastructure

- Provide both direct registration and Mobile & Remote Access (MRA) registration capabilities. The dual registration capabilities provided, increase resiliency & availability, increase flexibility in accommodating the different data network connectivity models, and offer the ability to provision mobile users / smart devices.
- Capitalize on the OCIO's familiarity and existing engineering skills related to Cisco UC solutions
- Install an inter-cluster trunk with the OCIO's existing Cisco UC cluster, so that the phone-system appears to be a single system from the perspective of the end users.

Project Scope

The Scope of the project will be detailed in the signed RFP proposal between Sirius and State of Nebraska.

Project Schedule

The project schedule is managed and maintained in a separate work product called the "Project Schedule". Here is an example in Microsoft Project. The plan is based upon a 6 month rollout, with a Project award of 8/1/2018.

Task Name	Duration	Start	Finish
▲ Hosted VOIP Telephony Service	180.5 days	Wed 8/1/18	Wed 4/10/19
▲ Project Initiation	10.25 days	Wed 8/1/18	Wed 8/15/18
Contract Award	0 days	Wed 8/1/18	Wed 8/1/18
Internal Resource Staffing, Prep for Kickof	2 wks	Wed 8/1/18	Tue 8/14/18
BOM finalized, Order Processed	2 wks	Wed 8/1/18	Tue 8/14/18
Kickoff Presentation	2 hrs	Wed 8/15/18	Wed 8/15/18
▲ Planning and Setup	15.25 days	Wed 8/15/18	Wed 9/5/18
Discovery	7 days	Wed 8/15/18	Fri 8/24/18
Planning and Design	8 days	Fri 8/24/18	Wed 9/5/18
Design Review Presentation	2 hrs	Wed 9/5/18	Wed 9/5/18
State Sign-off on Design	0 days	Wed 9/5/18	Wed 9/5/18
Network Architecture ... Deliverable	0 days	Wed 9/5/18	Wed 9/5/18
Detailed Project Plan... Deliverable	0 days	Wed 9/5/18	Wed 9/5/18
▲ Inventory/HW handling	35 days	Wed 8/15/18	Tue 10/2/18
Equipment Check-in at Sirius Integration Center	3 wks	Wed 8/15/18	Tue 9/4/18
Asset tagging and MAC Address capture	4 wks	Wed 9/5/18	Tue 10/2/18
Inventory Control Worksheet Deliverable	0 days	Tue 10/2/18	Tue 10/2/18
▲ Infrastructure Build	40 days	Wed 9/5/18	Wed 10/31/18
Primary Site in Lincoln	4 wks	Wed 9/5/18	Wed 10/3/18
Secondary Site in Omaha	3 wks	Wed 10/3/18	Wed 10/24/18
Redundancy testing	1 wk	Wed 10/24/18	Wed 10/31/18
CUCM Configuration, Dial Plan	3 wks	Wed 10/10/18	Wed 10/31/18
Managed Services Support Setup	10 days	Wed 10/17/18	Wed 10/31/18
▲ Deployments	125 days	Wed 10/10/18	Wed 4/3/19
Deployment team staffing and scheduling	4 wks	Wed 10/10/18	Wed 11/7/18
Deployment Schedule Deliverable	0 days	Wed 11/7/18	Wed 11/7/18
Pilot Deployment and End User Training. Refine Deployment Process.	2 wks	Wed 11/7/18	Wed 11/21/18
Refine deployment checklist Deliverable	0 days	Wed 11/21/18	Wed 11/21/18
Site Deployments. Number of teams and Implementation schedule to be determined by final Deployment Plan.	19 wks	Wed 11/21/18	Wed 4/3/19
Project Documentation and Close	1 wk	Wed 4/3/19	Wed 4/10/19

Project Schedule Assumptions

The following assumptions have been made in developing the project schedule referenced above:
1. The above schedule is based upon the assumption of a 6 month rollout plan. This is a representative schedule and will be adjusted based upon implementation requirements of the State.
2. All work will be completed M-F unless otherwise agreed to by Sirius and State of Nebraska in support of this project.
3. Holidays impacted include New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas unless agreed too between Sirius and State of Nebraska.

Project Controls

Status Reporting

Status Meeting

A weekly status meeting will be conducted at a day and time to be determined.   The meeting will briefly review the status report from the prior week and discuss any open issues and risks. The goal is to address and resolve key issues and mitigate risks that could inhibit the successful execution of the project.

Participants or designated representatives in the status meeting will include:

- All engaged team members
- Subcontractors as required
- Contributing State resources involved with current activitie

Status Report

The Project Manager will deliver a weekly status report regarding the progress and overall status of the project. The status report will be delivered to:

- All engaged team members.
- State of Nebraska Stakeholders

Work Product Organization

Version Control

All work products will use a standard versioning convention. The following is the version control for 'draft' and 'final' work products:

1. The original draft will be Version 0.1
2. Subsequent drafts will be Version 0.2, Version 0.3, etc.
3. The first final version will be Version 1.0
4. Subsequent updates of the final version (if required):
   a. Minor changes: will become version 1.1, 1.2, etc.
   b. Major changes will become version 2.0, 3.0, etc.

The decision on how to number a version after the work product has been changed is at the discretion of the author.

Draft versions of work product will be saved in the Work Product Repository by the author.

The final version (1.0, 2.0, etc.) of a work product will be saved in the Work Product Repository by the author.

Any existing draft versions should be stored in an "Archive" location in the Work Product Repository.

Work Product Repository

The Work Product Repository shall be created at the beginning of the project and provide the ability to store electronic versions of the various work products that are being produced in the course of the project.

Sirius will create a ShareFile Repository on the Sirius ShareFile server to ensure that all work products delivered by Sirius will have been appropriately archived and secured.

Work Product Review and Sign-Off

The project will implement a review and sign-off process for completed work products to ensure consistency in how work products are reviewed and approved. All work products must adhere to the review and approval process. A work product will not be considered accepted until sign-off has been provided by the responsible stakeholder.

Role	Responsibilities
Work Product Owner	When a work product is completed, circulates the work product for review Conducts a review meeting, if requested by the Work Product Stakeholder, and notes any changes that may be necessary Modifies the work product and re-circulates it for another review cycle Makes any final revisions and publishes the final work product
Review Team	Reviews the work product for content and adherence to standards Participates in review meeting
Work Product Stakeholder	Reviews the work product and signs off with or without requests for revisions via an email to the Project Manager and author of the document.

Change Management

A project will be required to react and incorporate changes that may affect the project's scope, budget and/or schedule. To understand and manage the impact of changes, the project will implement a change management process. Anyone related to the project may submit a Change Request Form to initiate the change management process. No changes will be acted on unless both parties agree to and sign-off on the Change Request.

The following chart illustrates the change management responsibilities.

Role	Responsibilities
Project Manager	Logs the change request in the Change ManagementLog . Reviews change request with the project team, prioritizes it and assigns an owner to conduct an impact analysis Reviews change request and impact analysis with project stakeholder If change request is approved, adjusts project plan and assigns an owner responsible for implementing the change If the change request is not approved, notifies the requestor about the decision If the change request is deferred, suspends the change request, and reviews it again with the project stakeholder after a certain period of time Closes change request
Project Team	Reviews change request with Project Manager and determines prioritization Conducts impact analysis with Change Request Owner Implements the requested change, if the request has been approved
Change Request Owner	Responsible for conducting an impact analysis Responsible for ensuring that the change is implemented, if the request has been approved May be a different person between the impact analysis and the implementation of the change
Project Stakeholder	Approves the change request

Issue Management

Projects will encounter a certain amount of issues during their lifecycle. Issues typically come about as a result of decisions that need to be made to effectively proceed with specific tasks on the project. To efficiently manage and resolve issues, the project will implement an issue management process. Anyone associated with the project is encouraged to submit issues to the Project Manager that could create impact to the project. If an issue cannot easily be resolved, it may be reassigned and escalated to the appropriate stakeholder, management or executive level.

Role	Responsibilities
Project Manager	Logs the issue in the Issues Log . Reviews issue and progress with the project team, prioritizes it and assigns an owner Reprioritizes and reassigns the issue if escalation is necessary Updates Issues Log with state of the issue and progress information Closes or suspends issue
Project Team	Reviews issue and progress with Project Manager and determines prioritization Proposes potential resolution
Issue Owner	Responsible for driving a resolution to the issue (not necessarily finding or implementing the resolution) May be reassigned to higher levels of management as the issue is being escalated
Project Stakeholder	If required, approves the proposed and/or final resolution for the issue

Risk Management

The project encourages open communication of issues and potential risks among team members at every level. Risks are any potential events that could happen in the future and potentially impact the projects success. Risks are catagorized by their probability, impact, and mitigation plans are identified to effectively manage the risks. In this way, any risk can be identified, managed, and escalated from project team members to the Project Manager, to project stakeholders, management and executives. The following following chart depicts the roles and responsibilities associated with the Risk Management.

Role	Responsibilities
Project Manager	Logs the risk in the Risks Log Reviews risk and progress with the project team, prioritizes it and assigns an owner Reprioritizes and reassigns the risk if escalation is necessary Updates Risks Log with state of the risk and progress information Closes or suspends risk
Project Team	Reviews risk and progress with Project Manager and determines prioritization Proposes potential mitigation options

Risk Owner	Responsible for driving the risk mitigation (not necessarily finding and implementing the risk mitigation approach) May be reassigned to higher levels of management as the risk is being escalated
Project Stakeholder	If required, approves the proposed and/or final risk mitigation approach

Project Team Roles

Project Team
The members of the project team and their associated roles, including all stakeholders in the project, will be documented in the project Team Roster below.

Name	Company	Title	Role
Jeff Serfass	Sirius	Client Exec	Primary POC for Pre and Post Sales for HW orders
Mike Dempsey	Sirius	Network Architect	Architect for VOIP infrastructure
Casey Lee	Sirius	Network Telephony Architect	Architect for VOIP infrastructure
Joe Christenson	Sirius	Network Engineer	Implementation Engineer
Tyler Clemans	Sirius	Network Engineer	Implementation Engineer
Rich Thomsen	Sirius	Project Manager	Overall Project Manager
Monty Snyder	Wachter	Installation Team Manager	Team Lead and POC for engaging and Scheduling Wachter resources.

Communications Plan

Communication Standards

Urgent Communication

All urgent communication should be via phone, direct contact or text (instant messaging). Urgent messages are those that require a response within two to four hours, unless otherwise noted in the message.

Normal Communication

All non-urgent communication should be via phone, direct contact or e-mail, with e-mail being the preferred method of communication. Normal communications should be responded to within one business day of receipt.

Standards

The following applications and their associated versions will be the standards for this project:
- Microsoft Office 2010 (Excel, Word, PowerPoint), Visio 2010 and Project 2010
- There will be two distribution lists in Sirius' Outlook created for distribution of project information:
    1. One for general news to all Sirius project stakeholders.
    2. One for technical communications, including State of Nebraska stakeholders.

Communication Content and Methods

Meetings

Status Meeting: We will conduct a weekly status meeting on a day and time to be determined. It will be scheduled for 30 minutes, so please be on time. Note that this is a status meeting, not a technical workshop.

Technical Issues Meeting: There will be a one hour meeting scheduled once a week to discuss and resolve technical issues. Day and Time to be determined.

General: Meetings are conducted to share information about the project and often involve many fellow workers. Please follow basic meeting etiquette:
1. Be on time. If you cannot attend, send someone in your place. It is your responsibility to keep up with the status and issues.
2. When you get a meeting invitation, please reply. If you can't attend, forward the invitation to someone on your team who can represent you.
3. Don't interrupt. Don't conduct side meetings.

Performance Reporting

Performance reporting includes the collection and distribution of information that indicates the project performance. This is accomplished through regular status reports, progress reports, and forecasting.

Project Repository

All deliverables, work products, and project control documentation (ie: Status Reports) can be found on the Sirius Project ShareFile Site. The specific URL will be distributed at the project Kickoff meeting. Access to the site can be provided by the Sirius Project Manager.

Project Artifacts and Content

The following table shows what information is available to team members and other stakeholders for various reporting needs such as status reporting, deliverable reviews, time and expense reporting, marketing materials, etc.

Project Artifact	Description (content and purpose)	Owner	Frequency	Format/ Media	Audience
Progress / Performance Information					
Internal Status Rpt	Status of the project & all issues	PM	Weekly (Wed p.m.)	Written	Internal stakeholders
Administrative Information					
Issues Log	List of project issues	PM	As they occur	Written, Posted on ShareFile	Project Stakeholders
Change Log	List of pending and approved changes	PM	Daily, as they occur	Written, Posted on ShareFile	Project Stakeholders
Meeting Notes	Action items and notes from meetings	PM	After Each Meeting	Written, emailed to team	Meeting Participants & Action Item Owners
Team Member Timesheets	Hours spent on project-related activities	Team Members	Weekly	SalesForce	PM
Project Expenses	Expenses incurred as a result of the project	Team Members	Weekly	SalesForce	PM

Escalation Plan:

The Escalation Process will be used to ensure critical issues are raised soon enough to prevent undesirable impacts to the Hosted VOIP Telephony Service Project and to ensure the appropriate parties are informed and involved in critical decision-making. The Project Manager, Sponsor and stakeholders shall always strive to make decisions and address issues at the lowest possible level.

The process of escalation is as follows depending upon the situation:

Escalation Type	When to Escalate	How to Escalate
HR Problem	Immediately	Initially inform the State of Nebraska or Sirius Project Manager and directly engage to the Reporting Manager of that individual as appropriate
Resource Availability	Immediately with the PM and Resource Manager. Senior Management should be notified within 3 days if no resolution.	Inform the State of Nebraska or Sirius Project Manager, and the PM is responsible for engaging the Resource Manager of that individual and further escalating as required depending upon the severity of the impact to the project.
Technical Problem	Initial notification to PM in 1 day. Escalate to Services Practices Director and Sponsor within 1 week if not resolved.	Inform the State of Nebraska or Sirius Project Manager. The PM is responsible for ensuring that the technical resources on the project and their Directors along with any other resources are appropriately engaged to resolve the problem. Anyone can escalate a Technical Problem above the PM and the Sirius Engineering team should the issue be deemed critical and have the potential for an undesirable impact. The recommended escalation path is defined below, beginning with the PM, and skipping onto the Sirius Services Practice Director.
Scope / Schedule / Budget / Quality Problem	Initial notification to PM within 1 day. Escalate to Management and Sponsor within 1 week or less. If the Sponsor and management team is not satisfied with resolution, Senior Management should be notified within the next week.	The Project Managers are responsible for managing these elements of the project, and keeping the Project Sponsor and Sirius Management team informed of any significant changes. Anyone can escalate any Project Related problem above the PM should the issue be deemed critical and have the potential for an undesirable impact. The recommended Escalation Path is defined below beginning with the PM.

Sirius Escalation Contacts (4 Levels)

Name	Project Role	Email	Office Phone	Cell Phone
1st - Rich Thomsen	Project Manager	Rich.Thomsen@siriuscom.com	402-431-6061	402-319-1485
1st - Rob Poage	Managed Services Acct Manager Team Lead	Rob.Poage@siriuscom.com	402-965-2311	
2nd - Jeff Serfass	Client Executive	Jeff.Serfass@siriuscom.com	402-965-2406	402-203-7938
2nd - Terry Fisher	Dir, Svc Mgmt & Governance	Terry.Fisher@siriuscom.com	402-431-6089	
3rd - Brian Nguyen	Services Director	Brian.Nguyen@siriuscom.com	402-965-2363	
4th - Cindy Soukup	VP Infrastructure Solutio	cindi.soukup@siriuscom.com	402-431-5645	

Client Escalation Contacts

Name	Project Role	Email	Office Phone	Cell Phone
Bob Howard	Project Sponsor			

Approvals

Project Owner	NAME		Dept.	
Action	☐ Approve		☐ Approve with Revisions	
Revisions				
Signature			Date	

Project Manager	NAME		Dept.	
Action	☐ Approve		☐ Approve with Revisions	
Revisions				
Signature			Date	

Stakeholder	NAME		Dept.	
Action	☐ Approve		☐ Approve with Revisions	
Revisions				
Signature			Date	

Stakeholder	NAME		Dept.	
Action	☐ Approve		☐ Approve with Revisions	
Revisions				
Signature			Date	

TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

a.   Understanding the Project requirements

Sirius acknowledges and understands project requirements.

b.   Proposed development approach;

Sirius proposes to meet the requirements of this RFP though an Option A – OCIO Hosted Solution. If selected to fulfill this contract, Sirius would develop the solution as follows:

1. Core Architecture: Build the core Unified Communications architecture in the State's data centers
2. Provisioning: Review / Plan / Provision users as orders are received from the State
3. Installation: Onsite installation and cutover users per site (per each order)
4. Management: Provide ongoing management / monitoring of the core infrastructure and configured users

Core Architecture

Sirius would provide qualified resources to implement the following key components:

- Call Processing - Cisco Unified Communications Manager (UCM)
- Voice Messaging & Auto-Attendant - Cisco Unity Connection (CUC)
- Instant Messaging & Presence - Cisco Jabber (IM&P)
- SIP Media Proxy & Firewall Traversal - Cisco Expressway-Core & -Edge (EXP-C / EXP-E)

Sirius understands the current infrastructure in place today resembles the following diagram.

The state offices in scope for this project span across 70 different municipalities with different level of data network connectivity and telecommunications spread across a collection of legacy Centrex providers for just over 10,000 phones.
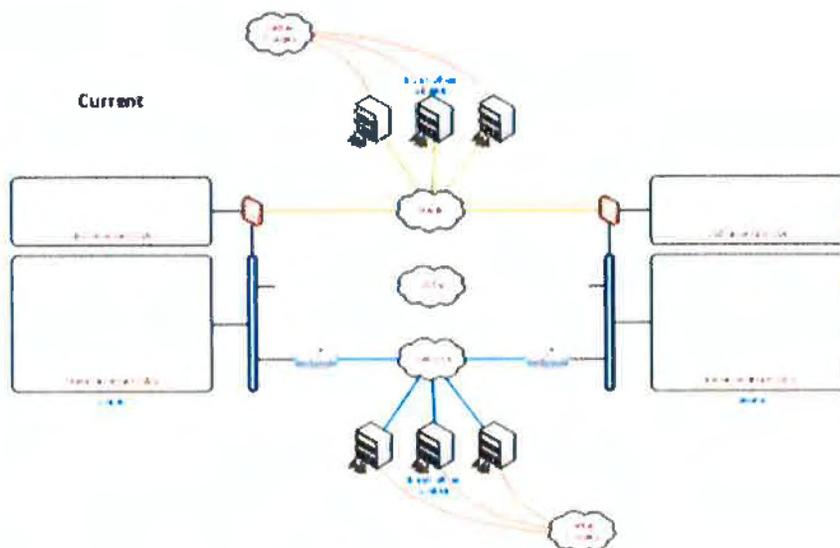
Technical Approach, b. 1.1 Figure, Current Infrastructure

Qualified Sirius engineers would configure & install the Cisco UC infrastructure, including Unified Communications Manager (UCM), Instant Messaging & Presence (IM&P), and Unity Connection (CUC) voice messaging, to replace the core functionality of the legacy Centrex services physically housed in the State's two data centers in Lincoln and Omaha. This solution provides both direct registration and Mobile & Remote Access (MRA) registration capabilities. The total system design will accommodate well over the approximately 10,000 IP phones / users anticipated. The dual registration capabilities provided, not only increase resiliency and availability but also flexibility in accommodating the different data network connectivity models. After this engagement, the infrastructure should resemble the following diagram:
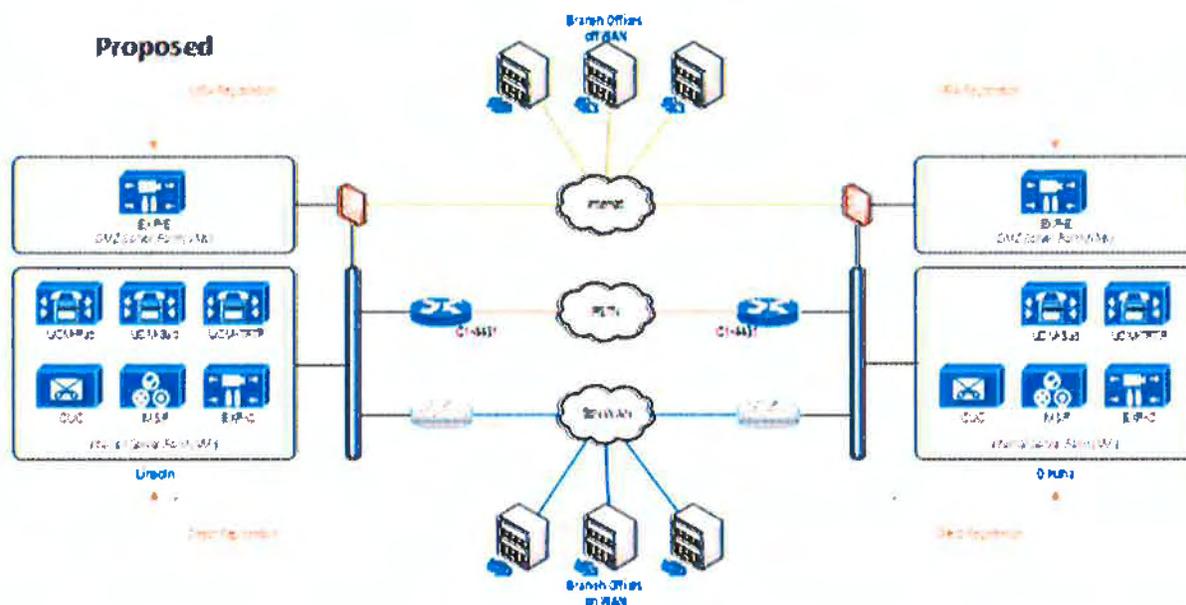

Technical Approach, b. 1.2 Figure, Proposed infrastructure

Sirius also acknowledges the existence of the Customer's existing Cisco UC cluster that currently provides telephony services to several OCIO-supported entities. As proposed, this solution would build a separate / second Cisco UC cluster for the Centrex replacement users and build an inter-cluster trunk between the two clusters as pictured below. The advantages to this two-cluster approach include:

- Separation of administrative and management domains; since the management of the two clusters potentially falls under two contracts
- Separation of advanced services; the existing OCIO cluster includes a contact center which necessitates additional administration and inter-system dependencies. If the two groups of users were running on a single / common cluster, then things like an update to the call center potentially impacts an additional 10,000 users to execute.
- With the inter-cluster trunk included, the design would still operate as a single phone-system from the perspective of the end users.
- Each cluster could scale independently as needed (up to 80,000 users each with requisite hardware)

Inter-Cluster Trunk
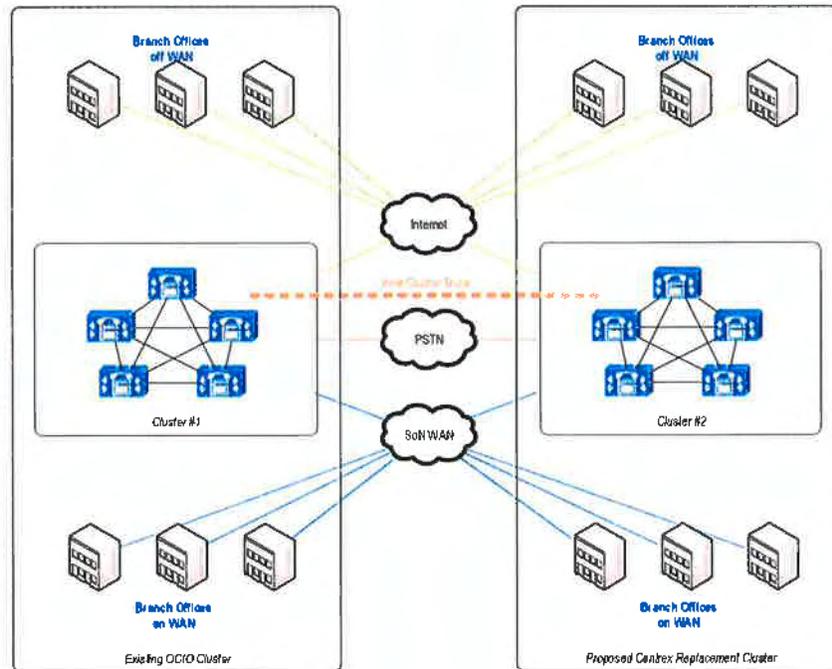
Technical Approach, b. 1.3 Figure, Inter-Cluster Trunk

Provisioning Users

As Sirius receives requests from the State to add users to the hosted solution, Sirius would follow the methodology outlined below to gather the requisite details, plan the installation, and prepare for execution:

1. **Review – Sirius will:**
    a. Review the business and technical requirements for the requested site / user:
    b. Per the RFP instructions for an Option A: OCIO Hosted Solution, the Customer would provide all network connectivity between the data centers and the end user stations. Sirius would review network infrastructure requirements with the State, so that the State could assess the readiness of the LAN / WAN to support the UC applications and infrastructure proposed for that location.
    c. Per the RFP instructions for an Option A: OCIO Hosted Solution, the Customer would provide all PSTN connectivity as SIP trunks. Sirius would review PSTN requirements with the State, so that the State could assess the readiness / capacity of the provided services to support the UC applications and infrastructure proposed. This includes ensuring the State understands how they will be able to monitor PSTN trunking and grow trunking appropriately as the user base expands (as applicable).
    d. Review the required features and functionality of user's current voice services
    e. Review the required features and functionality of the end user

2. **Plan & Design** – Sirius will create Design and Implementation Plans that will include:
    a. Detailed design of the users' features
    b. Develop Implementation, Test, and Risk Mitigation plans (as appropriate). Require Customer's acceptance of plan(s) prior to implementation.

Installation

Once Sirius has completed the requisite planning and preparation to execute an order, Sirius would follow the methodology outlined below to implement and cutover the users to the new solution:

1. Configuration
   a. Applications - Sirius will provision each user in call control, voice messaging, and instant messaging applications as appropriate per the review and planning described above.
   b. Network
      i. Configure analog gateways (as applicable for analog stations)
      ii. Customer will configure all other existing network infrastructure and gateways as needed to support the activities the UC applications implemented with this engagement. Sirius will provide guidance on the types of configuration needed, e.g. the need for a VLAN or PoE requirements, but Customer will be responsible for the execution of those commands on the existing infrastructure.
   c. Endpoints – Sirius will take responsibility for unboxing, assembly, cabling / cross-connection, asset tagging, deployment and mounting of all end points associated with this project. Please note, Sirius may outsource the labor for these tasks to a qualified sub-contractor.

2. Implementation
   a. Build and configure as much of the new collaboration solution as possible in a non-production network during normal business hours.
   b. Cutover / Transition users and devices to the new architecture / applications and perform any in-place / real-time implementation engineering during a scheduled outage or maintenance window as provided by the State.
   c. Test and remediate as required

Ongoing Management

After Sirius and the Customer mutually agree that a given user / phone has been successfully migrated to the new hosted solution, the Sirius team responsible for the installation of that user will transition the support from the installation team to the Managed Services team for ongoing monitoring / management of the core infrastructure and configured users.

c. Technical considerations,

1. As part of this core installation, Sirius will document / provide:
   a. Detailed design of the data center requirements
      i. Physical and facilities requirements
      ii. Physical connectivity
      iii. UCS Server, VMware, Storage requirements and configurations
      iv. Review IOS versions and conduct bug scrub
      v. Network addressing
      vi. VLAN schema
      vii. Spanning-tree
      viii. Security
      ix. Quality of Service (QoS)
      x. Naming conventions

    b. Detailed design of the Core IP Telephony system(s), including
- i. Availability, Security, and Management Requirements
- ii. Dial Plan / Number Plan
  1. User Extension Ranges
  2. Voicemail Pilot and Port Ranges
  3. Telephony Application Extension Ranges
  4. Conferencing Extension Ranges
- iii. Calling Search Space Plan
  1. Define Classes of Service
  2. Define COS Precedence
  3. Define COS Naming Convention
- iv. Partition Plan
  1. Define COS Partitions
  2. Define COS Partition Naming Conventions
- v. Connectivity Plan
  1. PSTN Trunking Requirements
  2. Private Trunking with existing PBX system(s) (if required)
  3. Analog Requirements
  4. Call Flows

    c. Detailed design of the voice messaging system
- i. Availability, Security, and Management Requirements
- ii. Coverage to Voicemail Parameters
- iii. Shared Mailboxes
- iv. Unified Messaging
- v. System Announcements
- vi. Auto Attendants
- vii. Device Pools

    d. Detailed design of the Instant Messaging & Presence system
- i. Availability, Security, and Management Requirements
- ii. Federation with other systems
- iii. Mobile and Remote Access (MRA)

    e. Detailed design of the 911 requirements
- i. Define Emergency Response Locations (ERL) specified by the Customer
- ii. Document information to pass to the carrier for emergency routing

2. As part of the review process – Sirius will:

    a. Per user per site review of business and technical requirements will include:
- i. Confirm business and technical requirements
- ii. Identify potential issues and risks
- iii. Develop Implementation, Test, and Risk Mitigation plans (as appropriate).

    b. Network readiness review will include:
- i. Review WAN transport capabilities and Quality of Service (QoS) capabilities as required
- ii. Identify firewalls and security measures that may need adjustment to support UC applications
- iii. Provide the Customer a LAN / WAN requirements checklist that would need to be met, before Sirius could expand services to a given location.

    c. Current voice services review will include:
- i. Current call flows
- ii. Stations (Phones)

      iii. End-User list(s)

      iv. Lines, Softkey Templates, Applications

  d. Current user features review will include:

      i. User type designation of Basic, Standard, Premium, or analog as prescribed by the RFP requirements

      ii. COS, User/Group requirements

      iii. Voice Messaging / Unified Messaging

      iv. Presence and Instant Messaging

      v. Ad-Hoc Conferencing

      vi. System Announcements

3. As part of the Implementation services – Sirius will:

  a. Applications - Sirius will install and configure the unified communications applications detailed below. For each application listed, Sirius will:

      i. Build and deploy each application on the host server hardware in a 'sandbox' during normal business hours. Transition to the new UC infrastructure during scheduled outage / maintenance windows.

      ii. Configure publisher / subscriber roles and availability as appropriate

      iii. Configure each application to support the business, infrastructure, and communications needs identified in the discovery & planning services described above

App	Target Version	Availability	Scope Actions
UCM	12.x	HA [5]	Install New Cluster
CUC	12.x	HA [2]	Install New
IM&P	12.x	HA [2]	Install New
EXP-C / EXP-E	8.10	HA [2 each]	Install New

  b. Servers - Sirius will install and configure the host server hardware and virtualization software as follows:

      i. Platform: [4] Cisco UCS BE7000M server platforms included on the associated Bill of Material; two servers will be located in the Customer's data center in Lincoln, NE. The other two servers will be located in the Customer's data center in Omaha, NE.

      ii. Virtualization: VMware ESXi Standard virtual machines (VM's) included by Cisco

      iii. Application Layout as detailed below:

App	OVA \ Build
UCM	[5] Server cluster; [1] Pub, [2] Sub / MoH, and [2] dedicated TFTP using the 10,000 user OVA yields HA capacity to 20,000 users as proposed.
IM&P	[2] Server HA Pair; using the 15,000 user OVA yields HA capacity to 15,000 users as proposed.
CUC	[2] Server HA Pair; using the 20,000 user OVA yields HA capacity to 20,000 users as proposed.
Exp-C	[2] Server HA Pair; using the Medium OVA yields HA capacity to 2,500 users / 150 video / 300 audio as proposed.

App	OVA \ Build
Exp-E	[2] Server HA Pair; using the Medium OVA yields HA capacity to 2,500 users / 150 video / 300 audio as proposed.

BE7000M (M5) — Virt. SW = Cisco UC Virtualization Foundation 6.5

Resource Usage: 14 pCores, 26.0GB RAM, 1242 GB Storage, 0 IOPS Min, 0 IOPS Typical, 0 IOPS Max, 4 vNIC

BE7000M (M5) — Virt. SW = Cisco UC Virtualization Foundation 6.5

Resource Usage: 14 pCores, 34.0GB RAM, 512 GB Storage, 0 IOPS Min, 0 IOPS Typical, 0 IOPS Max, 5 vNIC

BE7000M (M5) — Virt. SW = Cisco UC Virtualization Foundation 6.5

Resource Usage: 14 pCores, 34.0GB RAM, 512 GB Storage, 0 IOPS Min, 0 IOPS Typical, 0 IOPS Max, 5 vNIC

BE7000M (M5) — Virt. SW = Cisco UC Virtualization Foundation 6.5

Resource Usage: 13 pCores, 26.0GB RAM, 1292 GB Storage, 0 IOPS Min, 0 IOPS Typical, 0 IOPS Max, 5 vNIC

c. **Network**

   i. Sirius will configure the Cisco 4331 Routers as CUBE gateways for PSTN services provided by the Customer's SIP provider. Sirius will allocate DSP resources for circuit termination, transcoding, and conferencing, and configure for up to [350] SIP connections[1].

Model	Location	SRST	SIP / CUBE	PRI-Intfc	FXO-Intfc	FXS-Intfc	FXS-Used
ISR-4331V	Lincoln, NE	-	350	-	-	-	-
ISR-4331V	Omaha, NE	-	350	-	-	-	-

   ii. As described above, Customer will configure the existing network infrastructure to support the activities the UC applications implemented with this engagement. Sirius will provide guidance on the types of configuration needed, as applicable, this includes:

   1. Base configuration: interfaces settings, administrative access, layer 2 / 3 addressing, spanning tree / trunking

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[1] The final quantity here should be subject to measuring real time statistics as users are migrated to this platform and adjusting SIP licensing to match the SIP services contracted for those users.

2. UC Support Features: Power over Ethernet (PoE), Quality of Service (QoS), Call Admission Control (CAC), Survivable Remote Site Telephony (SRST), Virtual LANs (VLANs)

3. UC Provisioning: connecting applicable logical and/or physical telco connections.

4. Please note; Cisco fully supports the use of their UC solutions over well-designed / well-behaved wireless networks. However, if Sirius did not design, install, or formally validate the wireless network, Sirius must caveat that Sirius cannot be liable for any degradation of voice quality and/or call reliability should we discover a deficiency in the existing wireless network as the root cause.

d. Endpoints – Sirius installation responsibilities include:

    i. Placement of up to [10600] new IP phones, including:

        1. Unbox & Assemble

        2. Affix asset tag (provided by State)

        3. Connect:

            a. Desk users: For phones placed on the desk of a knowledge worker, Sirius will install these phones by interjecting the phone between user's PC and existing network jack.

            b. Phone only users / conference rooms / public phones: For phones going into a location that does not have an associated PC, Sirius will connect the new phone to a jack (and associated 10/100/1000 PoE network port) provided and identified by Customer.

        4. Mounting: Sirius will wall-mount any IP phones, that are a direct replacement for an existing wall-mount phone. Customer will need to provide a suitable wall mount kit and Sirius assumes the quantity of wall-mount phones will not exceed 5% of the total phone count per site.

        5. Assumptions:

            a. Sirius assumes all data jacks for IP phones are in current working condition. Sirius is not responsible for repairing jacks, cabling, etc. Sirius will require a change order for any break/fix work needed and additional services may apply.

            b. Sirius will use the included patch cable with each Cisco IP phone. These cables are ~6' in length. Customer will provide any longer cables needed.

    ii. Customer will retrieve and dispose of legacy phones displaced by this project, including:

        1. Disconnecting the old phone from the floor jack \ wall jack

        2. Gathering phones at any applicable collection point

        3. Disposing of legacy phones as desired by the Customer

    iii. Analog cross connects:

        1. Sirius will cross connect analog stations to a Cisco analog gateways

        2. Sirius will tone/trace/troubleshoot Layer 1 issues as necessary to ensure operation on the new Cisco infrastructure. However, Sirius does not include labor for labeling the analog wall field.

        3. Sirius assumes the analog cutover will happen during the designated cutover window, as we will not be able to pre-stage the analog connections tied to an existing platform.

4. Sirius assumes the quantity of analog phones will not exceed 5% of the total phone count per site.

2. Exclusions – The solution proposed is capable of supporting many additional applications. However, Sirius does not include the following applications as part of this proposal per our understanding of the system requirements:

   a. Contact Center / Call Center
   b. Video / Telepresence - The Cisco Jabber application inherently includes the ability to provide 1-to-1 video calling via the host hardware. Sirius can enable or disable this feature as discovered, but beyond Jabber video-calling, Sirius does not include any services to implement video & telepresence as part of this SOW.
   c. Collaboration Services & Applications - UCM inherently includes the ability to provide audio conferencing via software and hardware (PVDM channels in routers) resources. Sirius will enable audio conferencing features as discovered & capable with the proposed hardware, but Sirius does not include any services to implement collaboration services, such as WebEx, as part of this SOW.
   d. Paging & Notification - Sirius will integrate the UC solution with any existing amplified-speaker paging system via existing paging zone controller(s). Sirius does not include any advanced paging / notification / broadcast messaging software solutions as part of this SOW.
   e. Call Recording
   f. IP Fax Server

3. Assumptions

   a. This scope does not include the migration of data from the legacy telephony systems (call detail records, voicemail, etc.)
   b. All applicable PSTN services (FXO / PRI / SIP) will be installed and ready to turn up within two weeks prior to system go live date. Customer is responsible for DMARC extension to the wiring closet where the CM cluster / voice gateways will be installed in the computer room.
   c. Minimum CAT-5 cabling specification is used throughout the facilities, and all cable runs are within the maximum allowed distances to support Ethernet.
   d. Sirius will not be responsible for any re-wiring or cabling of data drops within any of the Customer facilities.
   e. Sirius will be granted access to network devices as needed for mapping traffic flows, analyzing device configurations and reviewing the security of network devices.

4. Customer Responsibilities

   a. Customer will provide any required security certificates and/or certificate authorities. Customer will also provide a resource who can implement any required changes to security policy. For example, if we need to allow traffic to reach a specific port through a given firewall.
   b. Customer will be responsible for the removal and disposal of any legacy PBX equipment.
   c. Customer will be responsible for any upgrades / configuration of their Directory (e.g. Microsoft AD) infrastructure required to support integration with the Cisco UC applications.
   d. Provide accurate end user information to include user name, extensions, phone type, physical location, correlation to active directory, and voice mail requirements.
   e. Provide new or existing phone numbers, DID, 800, inbound-outbound dial plan
   f. Customer will provide a voice talent for all voice-talent related functions (Auto Attendant)

SIRIUS

g. Responsible for end user phone and voice mail training.

d. Attachments A, B, and/or C,

Sirius acknowledges and has completed Attachment A: Mandatory Requirements checklist for Option A: OCIO – Hosted Solution.
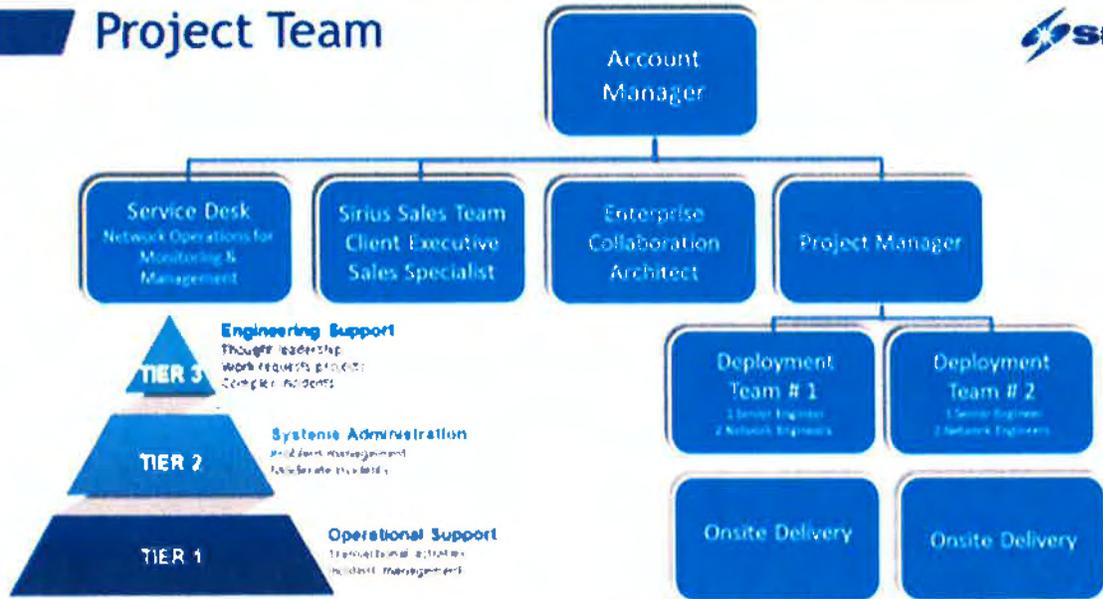
Attachment A
Mandatory Revision 1

Attachment A
Revision_Sirius Final.

e. Detailed project work plan; and

Project Team

SIRIUS

Technical Approach, e. 1.1 Figure, Project Team

Attachment A REVISION ONE

Mandatory Requirements Checklist (MRC)
Option A: OCIO – Hosted Solution
Request for Proposal Number 5824 Z1

Bidders must respond to the Mandatory Requirements Checklist using the matrix format provided and must not change the order or number of the requirements.

The responses in the MRC must indicate that the bidder intends to comply with each individual requirement by initialing the Acceptance box. Initialing the box with a no will be considered as not meeting the requirements of the bid and the bidder's proposal will be disqualified.

	Mandatory System Requirements	**Y/N**
MSR – 1	The bidder's solution must provide call forwarding, both inside and outside of the system.	Y
MSR – 2	The State will use telephone sets in line with computer workstations. All telephone sets provided by the Contractor must include an internal 10/100/1000 baseT switch.	Y
MSR – 3	The bidder's solution must provide call transfer and redial inside and outside of the system.	Y
MSR – 4	The bidder's solution must provide caller ID capability for both the called and calling party. This feature must apply to internal and external calls.	Y
MSR – 5	The bidder's solution must provide a means of capturing Call Detail Records by a Call Accounting System that will be provided by the State.	Y
MSR – 6	Rack space will be provided by the State at both the Lincoln and Omaha data centers. Bidders must propose a solution that provides core redundancy by utilizing both data centers.	Y
MSR – 7	Telephone sets must support Power over Ethernet (PoE) IEEE standard 802.03af.	Y
MSR – 8	Bidders solution must be capable of restricting toll, and/or international calling from stations designated by the State. Bidder must also restrict dialing to 900/976 numbers.	Y
MSR -9	The System must be configured so that all internal calling will be 10 Digit dialing. All local calling will be dialed using 9 + xxx-xxx-xxxx, and toll calling dialed using 9 + 1-xxx-xxx-xxxx.	Y
MSR -10	Bidders must include the line cost of telephone sets, voicemail, and unified messaging in their monthly rate. Multiple monthly rates for categories of service (ie. basic, standard and premium) are permissible and must be included in the bidders cost proposal. Monthly rates must include all costs associated with service to include, but not limited to, equipment, licensing, software, and maintenance. Monthly rates may not increase over the term of the contract including all renewals and extensions. Each rate should include a complete description of the telephone set and line features provided. Station installation costs must be included as a separate line item in the cost proposal and must include configuration, telephone set placement, and turn-up. The state may choose to install some telephone sets using State Staff or utilize the Contractor for telephone set installation.	Y
MSR-11	Telephone sets will be repaired or replacement guaranteed and supported for the life of the contract.	Y
MSR -12	The bidder must provide a list of contacts and telephone numbers for personnel who can be called upon during emergencies. These contacts must have the authority to expedite the installation and/or restoration of State service, and be willing to work directly with OCIO personnel 24 hours a day, 365 days a year. These Contractor personnel may be contacted periodically and their contact numbers verified as the OCIO conducts preparedness exercises.	Y
MSR-13	The bidder's solution must provide music on-hold.	Y
MSR-14	Hunt Group capability must be available with the bidder's solution.	Y
MSR-15	Ring down capability must be available with the bidder's solution.	Y
MSR-16	The bidder's solution must be able to provide IP to analog conversion where needed.	Y

	Mandatory Voice Mail Requirements	Y/N
MVMR-1	The bidders proposed solution must include a centralized voice mail system including system type, engineering, implementation, maintenance, and support. The State will provide network from the Centralized voicemail system to the telephone sets.	Y
MVMR-2	The bidders proposed system must provide "announcement only" mailboxes where the caller cannot leave a message.	Y
MVMR-3	The State requires Unified Messaging.	Y
MVMR-4	The bidders proposed solution must include automated attendant features.	Y
MVMR-5	The proposed voice mail/unified messaging system must accommodate multiple levels of Automated Attendant menus of various lengths.	Y
MVMR-6	The proposed Automated Attendant must support automatic time, day, night and holiday routing schedules. (ie. Route calls to various destination numbers based on day/time).	Y

	Mandatory State Network Requirements	Y/N
MSNR-1	The bidder's proposal must not utilize Multicast. Does the proposed solution require the use of Multicast to support any of the proposed features?	N
MSNR-2	The State requires the use of 802.1x for network devices.	Y
MSNR-3	The Bidder's solution must be capable of encrypting their voice traffic using means provided by their chosen platform provider.	Y

	Post Implementation Support Requirements	Y/N
PISR-1	The Contractor must provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven days a week. A report of trouble clearance should be furnished to the State employee who reported the trouble within one hour of trouble clearance. A copy of the written trouble ticket should be provided to the State, when requested. If correction has not occurred within 8 hours, a report should be provided showing the plan to correct the problem inclusive of a projected correction time. The centralized Trouble Reporting Center must provide notification to the State immediately after any occurrence of a service affecting network failure condition when the State has not previously reported such failure. Bidder must provide a flow chart along with other available contractor documentation describing the trouble reporting and the contractor's problem escalation support model.	Y
PISR-2	The bidder must provide an escalation procedure and contact list to be used for unresolved troubles, including names, titles, and phone numbers of contact persons in the escalation chain.	Y
PISR-3	The Bidder must provide Service Level Agreements (SLA) that are applicable to the service being proposed.	Y
PISR-4	The bidder must provide a plan of redundancy and business recovery. A copy of the plan must be included in the bidder's response. The plan must include back-up and alternative facilities/resources, plans, procedures, conditions, authorizations, response and recovery times, statistical history including MTTR, and other information needed to assess and ensure the bidder's capability to recover with a minimum of service disruption or degradation. In the event a major outage occurs, response and recovery must begin immediately. The Contractor must restore service as soon as possible.	Y
	E911 Requirement	Y/N

E911-1	Proposed solution must support E911 by sending the station number of all callers dialing "911", or "9, 911".	Y

	Mandatory Billing Requirements	**Y/N**
MBR-1	The billing cycle for all contractor provided services must end on the last day of each month, and the next billing cycle must begin the first day of the following month.	Y
MBR-2	A paper summary invoice must be delivered to the AS Accounting 1526 K St. Suite 240, Lincoln, NE 68508. The paper invoice must include all current services covering the previous calendar month and must be delivered by the 10th of the month. Bidders must include in their proposal snap shots depicting the actual invoice format that includes each service type offered.	Y
MBR-3	The paper invoice must show order activity detail and current monthly charges by services and be organized in a clear and precise manner. An overall summary must provide total lines and total cost.	Y
MBR-4	An accurate electronic station billing file must be delivered to the OCIO. This electronic billing file must include all current services covering the previous calendar month and must be received by the 10th of each month.	Y
MBR-5	The electronic station record file layout must be either "delimited" or "fixed length". There must be a separate line for each telephone number that includes, as a minimum, 10 Digit Station number and station type identifier (i.e. basic, standard, or premium).	Y

MBR-6	A 2nd electronic call detail record file must be delivered to the OCIO. All local and toll call details must be identified separately (i.e. the "Terminating Number" field must be 1+10 digits) and provided in an electronic file each month covering the previous calendar month and must be received by the 10th of the month. The format must include the following items:
	    1. Time of Day
	    2. Date of Call
	    3. Originating Number (calling number)
	    4. Originating City/State
	    5. Terminating Number (called number)
	    6. Terminating City/State
	    7. Call Duration (billable time).
		Y

MBR-7	Receiving electronic files must be an automated process. The State will not consider a CD, DVD or email attachment to be automated. Any process that relies on a single person at a desktop to receive data and manually extract or manipulate files will not be considered automation. Current platforms supported by the State are Connect Direct (NDM), and SFTP. The Bidder must provide a complete description of their proposed process for delivering electronic files.	Y
MBR-8	Totals in both electronic billing files must match totals on the paper summary invoice. Paper summary invoices that do not match the electronic data file will not be paid until corrected.	Y
MBR-9	The bidder must provide the contact names, escalation procedures, and telephone numbers for billing questions and technical problems.	Y
MBR-10	The bidder must provide an example of both electronic billing files. A single CD with sample billing files must be included in bid proposal.	Y

	Mandatory Business Requirements	**Y/N**
MBUR-1	The State will not accept any requirements by the bidder concerning minimum orders. The State may place orders for 1 line, or as many as 1000 lines at any given time, and will pay the same installation and monthly rate for each line regardless of the quantity of lines ordered.	Y
MBUR-2	Payment will be made only against invoices complying with the requirements listed above. Such payment will be made within 45 days of receipt of an acceptable invoice. Invoices which are inaccurate will not be paid until corrected. Upon notice to the Contractor of billing errors, the Contractor will be required to correct the invoice, and resubmit to the State. All invoices deemed to be inaccurate must be corrected by the Contractor and re-submitted within 60 days.	Y
MBUR-3	The OCIO will provide a list of State personnel to the contractor that are authorized to place orders and make billing inquiries. The Contractor will not accept or act on orders and inquiries from anyone whose name does not appear on the OCIO provided list.	Y
MBUR-4	Volume commitments will not be accepted by the State. If the bidder submits a response that contains Volume Commitments the bid may be rejected.	Y

		System Requirements OCIO-hosted solution	Supported (Y/N)	Explanation
MSR – 1	R	The bidder's solution must provide call forwarding, both inside and outside of the system.	Y	Call forwarding restrictions leverage class of service (COS) restrictions that are applied to the call forwarding destinations. The proposed solution allows COS to be applied to the following events: all calls, no answer, busy, no coverage, device not registered.
MSR – 2	R	The State will use telephone sets in line with computer workstations. All telephone sets provided by the Contractor must include an internal 10/100/1000 baseT switch.	Y	All proposed 7800 and 8800 series phones include an ethernet switch. 7821 and 7811 model IP phones include a 10/100BASE-T switch port. 8851 Model phones include a 10/100/1000BASE-T switch port.
MSR – 3	R	The bidder's solution must provide call transfer and redial inside and outside of the system.	Y	The proposed IP phones include redial. Additionally, the system supports call transfers outside the system as well as restricted transfer for phones requiring only internal transfer capabilities.
MSR – 4	R	The bidder's solution must provide caller ID capability for both the called and calling party. This feature must apply to internal and external calls.	Y	The proposed solution included caller ID capabilities for called and calling party display information. The system also supports the following caller ID functionality: name display, caller number, redirected number and dialed number.
MSR – 5	R	The bidder's solution must provide a means of capturing Call Detail Records by a Call Accounting System that will be provided by the State.	Y	The Cisco Unified Communications solutions supports 3rd party call accounting systems that support Secure File Transfer Protocol and File Transfer Protocol as a retrieval method to access the call detail records.
MSR – 6	R	Rack space will be provided by the State at both the Lincoln and Omaha data centers. Bidders must propose a solution that provides core redundancy by utilizing both data centers. Bidders must describe rack space and power requirements necessary for each location.	Y	Each data center would need to accommodate [1] Gateway and [2] server platforms. Specifications are: Gateways – ISR 4000 series / 100 to 240 VAC autoranging - 7.1 to 3.0A / 2 Rack units: 3.5 x 17.25 x 18.5 in / 32° to 104°F & Servers – UCS C240 M5 series / 100 to 240 VAC autoranging – 9.2 to 5.2A / 2 Rack units: 3.43 x 17.65 x 29.0 in / 32° to 104°F
MSR – 7	R	Telephone sets must support Power over Ethernet (PoE) IEEE standard 802.03af. Please provide the PoE current draw and power requirements for each phone proposed.	Y	Cisco 7841 model IP phones will not exceed 3.84 Watts, 2.6 Watts when idle. 8851 IP Phones consume 9.8 Watts on boot and 3.9 when idle.
MSR – 8	R	Bidders solution must be capable of restricting toll, and/or international calling from stations designated by the State. Bidder must also restrict dialing to 900/976 numbers.	Y	Cisco Unified Communications Manager (CUCM) restricts calls based on a device's class of service. Additional reasons for building COS include, dialing habits, allowed vs. block calls, route selection, called/calling party number modification and fraud prevention.
MSR -9	R	The System must be configured so that all internal calling will be 10 Digit dialing. All local calling will be dialed using 9 ÷ xxx-xxx-xxxx, and toll calling dialed using 9 + 1-xxx-xxx-xxxx.	Y	The proposed solution supports this capability. The CUCM dial plan is both highly scalable and highly flexible.

MSR -10	R	Bidders must include the line cost of telephone sets, voicemail, and unified messaging in their monthly rate. Multiple monthly rates for categories of service (ie. basic, standard and premium) are required and must be included in the bidders cost proposal. Monthly rates must include all costs associated with service to include, but not limited to, equipment, licensing, software, and maintenance. Monthly rates may not increase over the term of the contract including all renewals and extensions. Each rate should include a complete description of the telephone set and line features provided. Station installation costs must be included as a separate line item in the cost proposal and must include configuration, telephone set placement, and turn-up. The state may choose to install some telephone sets using State Staff or utilize the Contractor for telephone set installation.	Y	Sirius has proposed monthly service rates per the categories identified.
MSR-11	R	Telephone sets must be repair or replacement guaranteed and supported for the life of the contract including all renewals and extensions. Describe your procedure for replacing non-working telephone sets.	Y	Sirius will repair or replace phones for the life of the contract.
MSR -12	R	The bidder must provide a list of contacts and telephone numbers for personnel who can be called upon during emergencies. These contacts must have the authority to expedite the installation and/or restoration of State service, and be willing to work directly with OCIO personnel 24 hours a day, 365 days a year. These Contractor personnel may be contacted periodically and their contact numbers verified as the OCIO conducts preparedness exercises.	Y	Sirius agrees. Sirius will provide such information during the Transition phase of agreement.
MSR-13	R	The bidder's solution must provide music on-hold.	Y	The proposed solution includes a robust feature set for music on hold. This include the ability for multiple sources, audio files, delivery methods (multicast/unicast) and the ability to integrated 3rd party live feed MOH sources.
MSR-14	R	Hunt Group capability must be available with the bidder's solution.	Y	CUCM supports the following hunt group distribution Algorithms: Top Down(Linear), Circular, Longest Idle and Broadcast.
MSR-15	R	Ring down capability must be available with the bidder's solution.	Y	Ringdown's or PLAR's (Private Line Automatic Ringdown's) are supported on the proposed solution with any Cisco IP or Analog device.
MSR-16	R	The bidder's solution must be able to provide IP to analog conversion where needed.	Y	Analog Telephony Adapters and Analog Voice Gateways are used to convert IP to analog and are included in the proposal.
SR – 17		Does the bidder's solution offer the Do Not Disturb Feature?	Y	The proposed solution includes Do Not Disturb (DND) call reject and ringer off functionality. Additionally, the system supports iDivert which allows a user to one-button-push to send an incoming call to a forwarding destination or select an always-on forwarding destination such as voicemail.
SR – 18		Does the bidder's solution provide seasonal suspension for select lines, where the lines and billing are suspended at the end of each season and returned to service at the beginning of the next season?	Y	Sirius agrees to the concept of seasonal suspension of service with joint planning between Sirius and OCIO
SR – 19		Does the bidder's solution have the ability to block all incoming calls to select lines?	Y	Cisco Unified Communications has the ability to block all calls with class of restrictions.

SR – 20		Does the bidder's solution have the ability to block specific numbers to select lines?	Y	The proposed solutions supports the blocking of specific numbers to individual or groups of number lines.
SR – 21		Does the bidder's solution provide call waiting?	Y	Call waiting is activated by default and can be changed or disabled on a per user or per group basis.
SR – 22		Does the bidder's solution provide analog paging interface?	Y	Analog Telephony Adapters and Analog Voice Gateways are used to convert IP to analog and are included in the proposal. These ATA's or VG's can be used to provide Loop Start or Ground Start services to a paging interfaces. If paging interfaces required an open/closed relay connection an analog paging adapter is required.
SR – 23		Describe options for re-routing of voice traffic in the event of a component failure.	Y	Phones register to CUCM subscriber servers. While each phone is registered to a primary subscriber server there are keepalive packets sent from the phone to the CUCM server on an interval basis known as connection duration. In the event a phone cannot access it's primary CUCM server it immediately tries to contact its secondary followed by tertiary server. If a failure of a CUCM server occurs while on a call, that call will not drop but rather the phone will automatically re-register to one of it's backup servers. In regards to network failure, the phone system is as redundant as the existing architecture is today. If an alternate network path is available those decisions are made by the network equipment. In regards to SIP PSTN access the Sirius proposal has included Centralized SIP in a dual datacenter deployment. In this model Sirius has implemented hardware redundancy and geographic redundancy in the design. Therefore, their is multiple tiers of redundancy assuring system call processing.
SR – 24		Does bidder's solution provide conference calling capabilities? If so, how many parties can be conferenced from a single telephone set?	Y	The CUCM system has a system default setting of 4 ad-hoc conference participants but supports a maximum of 64 ad-hoc participants or 128 meet-me participants. Generally most customers limit ad-hoc to under 8 particpants and meet-me to under 16 participants.
SR -25		How will telephone set firmware releases (including dot releases) from the manufacturer be tested and certified for use with the VOIP Communications platform? How will they be rolled out to the States telephone sets?	Y	Phone load releases are updated on either (a) an upgrade, or (b) of a release of a new Device Pack. Upgrades are generally tested in SoN Lab (assuming they have one for this deployment). Device Packs are rolled out and tested by device type.
SR -26		Provide a list of wireless headsets that are compatible with proposed telephone sets.	Y	The proposed IP phones support wireless headsets from a number of reputable manufactures such as Jabra or Plantronics. Cisco does not publish a list of supported headset devices. Upon award Sirius has relationships with Jabra and can provide headsets for demo and testing.

| SR-27 | | Describe any administrative interfaces available to the State to manage, configure or change settings on an individual group or total systems level. Provide information, brochures or data sheets showing the user interface. | Y | The Sirius Web Based portal provides visibility directly into the status of the services and reports that Sirius delivers. The portal's web-based interface provides a highly scalable, single point of entry so that the State of Nebraska can interface with the tool at any time, and eliminates the need to access multiple tools, web sites, and hardcopy reports to obtain the information needed to understand the health of their environment. The State of Nebraska will have the ability to click on any of the drop downs to: • View status updates on their account (for open incidents), • View reports and dashboards, • Create Service Support Requests, • Create incident tickets, change tickets, and much more depending on their needs.

Using the portal, the State of Nebraska can request configuration changes to support roles and privileges, end-users for service requests, engineers, operations, management and administration within the Sirius ServiceNow application. In addition, if a Customer would like a user added/inactivated, they may open a Support request, which will be directed to the Sirius ServiceNow Administrators to handle.

What is more, the State of Nebraska will have the ability to update specific items associated with their profiles such as title, phone numbers, email, date format, notification preferences and passwords.

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| SR -28 | | Describe how error and alarm reporting is handled. | Y | Sirius will install UIM (Unified Infrastructure Manager) monitoring probes on all IP devices and deploy industry best practice templets for alarm reporting. When devices exceed thresholds or create an error message, those will be reported to the Sirius Serice Desk and in turn, assigned to a Sirius technicaian, admisistrator or engineer for remediation. |
| SR-29 | | Unless otherwise mutually agreed to in writing, the Contractor will, during the contract period, maintain any and all software and licensing products at their most current version or no less than one version back from the most current version at no additional charge, provided that such third-party software version upgrades can be installed and maintained with the State staff indicated in the Proposal for the Maintenance and Support services. Any patches made available by | Y | Sirius agrees to keep the Cisco UC applications within one major release of the most current, as well as to apply any patches that potentially impact the operation of the State's solution, throughout the contract term. Sirius will coordinate the execution of any such upgrades with the State personnel. |

SR-30		Describe the telephone set installation process. Include all procedures necessary and whether they will be performed by the Contractor or OCIO personnel. Describe any site or network assessment work that will be performed by the Contractor.	Y	All IP phones will be installed by Sirius and subcontractors. OCIO will be responsible for accommodating Sirius during the phone deployment process to direct contractors on physical phone placement locations, building access and communications to end users. OCIO is responsible for provisioning switch ports/vlan's to accommodate Cisco IP phones. For more information, Sirius provides an even more detailed description of our responsibilities around telephone placement, in the Technical Considerations portion of our Technical Response.
SR-31		The Contractor will be responsible for determining the cause for service outages and providing that information to the State at no cost. Those outages that are determined to reside in the Contractor owned or leased facilities must be repaired without cost to the State. In the event the failure is determined to be on the Contractor side of the demarcation point, the Contractor must NOT charge for such failure determination.	Y	Sirius agrees.
SR-32		Provide a description of your basic ACD and UCD features to include any reporting functionality.	Y	Cisco generally refers to their ACD functionality as the Cisco Unified Communications Manager Auto-Attendant. The UCM Auto-Attendant allows callers to locate people in your organization without talking to a receptionist. You can customize the prompts that are played for the caller and call routing based on their response. The Cisco UCM Auto-Attendant also has the ability to behave differently based on the number dialed, time of day, day of week, and calendar day (e.g. Holidays). Cisco generally refers to their UCD functionality as "Hunt Groups". A Cisco Hunt group lists a set of directory numbers in a specific order and associates it with a pilot number. When the pilot number is dialed, the Hunt Group can ring the phone in the list in several fashions: Linear, Circular, Least Busy, or Concurrently. Cisco Hunt Groups also support the ability to log users in/out of specific hunt groups and basic call queuing. (Advanced call quesing [e.g. multi-skill queuing] is available through the Cisco Contact Center products).

		Voice Mail Requirements OCIO-hosted solution	Supported (Y/N)	Explanation
MVMR-1	R	The bidders proposed solution must include a centralized voice mail system including system installation, engineering, implementation, maintenance, and support. The State will provide network from the Centralized voicemail system to the telephone sets.	Y	The prosed solution include Cisco Unity Connections (UCXN), which is a centralized, high-availability voicemails solution. Sirius will deploy a UCXN server in each OCIO datacenter and voicemail messages will be replicated to both servers for redundancy.
MVMR-2	R	The Bidder's proposed system must provide "announcement only" mailboxes where the caller cannot leave a message.	Y	UCXN supports announcement or greeting only mailboxes.
MVMR-3	R	The State requires unified messaging. Describe the functionality and features of the unified messaging platform included with your proposal.	Y	Single inbox, otherwise known as unified messaging, in Unity Connection, synchronizes voice messages in Unity Connection with On-premise Microsoft Exchange, Office 365 or Google mailboxes. When a user is enabled for single inbox, all Unity Connection voice messages that are sent to the user, including those sent from Cisco Unity Connection ViewMail for Microsoft Outlook, are first stored in Unity Connection and are immediately replicated to the user's Exchange mailbox. In addition, status changes (for example, from unread to read), changes to the subject line, and changes to the priority are replicated from Unity Connection to Exchange and vice versa, as applicable.
MVMR-4	R	The bidders proposed solution must include automated attendant features.	Y	Cisco Unity Connections supports customizable auto attendants and is designed to support 16 calls per second on the proposed solution.
MVMR-5	R	The proposed voice mail/unified messaging system must accommodate multiple levels of automated attendant menus of various lengths. Describe such capabilities. How many menu layers are supported?	Y	The proposed Unity Connection solutions leverages auto attendants to answer calls, greet callers with recorded prompts and provide information and options, route calls and take messages. Menu layers are used to provide next-step responses to caller input. The UCXN solution a maximum of 40,000 system auto attendants for such functionality.
MVMR-6	R	The proposed automated attendant must support automatic time, day, night and holiday routing schedules. (ie. Route calls to various destination numbers based on day/time).	Y	UCXN supports schedules to designate open/closed hours and pre-defined holidays. In Unity Connection a schedule and holiday schedule are applied to each auto attendant so that the proper greeting Open/Closed/Holiday/Alternate) and prompts are played.
VMR 7		The bidder's solution should provide message waiting indicators. Describe the various message waiting indicators included with your proposed solution.	Y	The proposed Unity Connection supports two methods for MWI delivery, Skinny (SCCP) or SIP. While both methods are reliable and scalable over recent years Sirius has preferred to deploy SIP based UCXN integrations. In a SIP based UCXN integration MWI's are turned on and off via a SIP NOTIFY message, this eliminates the need for designated MWI extensions.
VMR 8		Describe any limitations to the storage size on the voice mail system. Please state the limit per user.	Y	Message storage for Cisco Unity Connection depends on the server platform and OVA chosen. Approximate message storage using the G.711 codec can be as large as approximately 919,992 minutes. Mailboxes may be moved amongst mailbox stores, and full control over message quotas, aging, and retention may be enforced. The maximum per user storage is 2 Gigabytes.
VMR 9		What are the time limits for recorded greetings?	Y	In UCXN the maximum greeting length is 20 minutes.
VMR10		What are the time limits for messages?	Y	In UCXN the maximum message length is 60 minutes.

		State Network Requirements OCIO-hosted solution	Supported (Y/N)	Explanation
MSNR-1	R	The bidder's proposal must not utilize Multicast. Does the proposed solution require the use of Multicast to support any of the proposed features?	N	Nothing in the proposed solution requires multicast to function. In the Cisco solution architecture there are generally two features that can leverage multicast. First, music on hold can leverage multicast as a means to save WAN bandwidth. Unicast MOH would be the solution if multicast across the WAN is not supported. The second feature that can leverage multicast is paging over the phones (not overhead paging). In the event the WAN does not support multicast routing, a local site unicast gateway can be deployed to turn a unicast page to multicast/IGMP within a site.
MSNR-2	R	The State requires the use of 802.1x for network devices. Please explain how your proposed solution meets this requirement.	Y	The 802.1X authentication feature can be used to identify and validate the device credentials of a Cisco Unified IP Phone before granting it access to the network. 802.1X is a MAC-layer protocol that interacts between an end device and a RADIUS server. It encapsulates the Extensible Authentication Protocol (EAP) over LAN, or EAPOL, to transport the authentication messages between the end devices and the switch. In the 802.1X authentication process, the Cisco Unified IP Phone acts as an 802.1X supplicant and initiates the request to access the network. The Cisco Catalyst Switch, acting as the authenticator, passes the request to the authentication server and then either allows or restricts the phone from accessing the network. 802.1X can also be used to authenticate the data devices attached to the Cisco Unified IP Phones. An EAPOL pass-through mechanism is used by the Cisco Unified IP Phones, allowing the locally attached PC to pass EAPOL messages to the 802.1X authenticator. The Cisco Switch port needs to be configured in multiple-authentication mode to permit one device on the voice VLAN and multiple authenticated devices on the data VLAN. Note Cisco recommends authenticating the IP phone before the attached data device is authenticated
MSNR-3	R	WAN link. The bidder's solution must be capable of encrypting their voice traffic using means provided by their chosen platform provider	Y	The proposed solution can operate inside an encrypted link or tunnel. This is happening today with the OCIO Cisco solution.
SNR 4		Does your solution require the placement of any equipment other than phones on the State's network? If yes, provide your physical and logical network requirements. What type of access is needed for Contractor owned equipment?	Y	The proposed solution will require the placement of Cisco UCS servers and CUBE (ISR) Gateways in the OCIO Lincoln and Omaha Datacenters. Analog VG's or ATA's will need to be located in site/building IDF closets or near analog endpoints in order to terminate Analog connections. Sirius will need to be provided building and datacenter access to facilities where physical hardware is required and a location where there are to be placed.

| SNR 5 | Provide your bandwidth requirements with regards to the following: Any overhead network requirements Bandwidth per call; and Bandwidth for Management | Y | **Network overhead** could be considered functions like call signaling, CTI and Intra-Cluster replication. Cisco UC applications servers will utilize 1.544 Mbps required for Intra-Cluster Communications between each Publisher and Subscriber node. Additionally, Unity voicemail servers require up to 28Mbps for replication of voicemail messages between servers. Call Signaling and CTI is difficult to calculate as that depends on volume and usage. On a per call basis this bandwidth is minimal, usually less than 8kbps per call.

Bandwidth per call: Many factors go into a per call bandwidth calculation. For example, things like Secure RTP protocol, Codec selection, media transport all play a factor in the actual bandwidth used. As a general average, a non-encrypted G.729a call will consume about 24kbps of bandwidth. That same call with payload encryption would require 25.6kbps. Another example would be a non-encrypted G.711 call consuming 80kbps. With Payload Encryption that call would consume 81.6kbps.

Badwidth for Management: Management of the system consists of web-browser administration or SSH to application servers and gateways. Bandwidth required for this is minimal. |

SNR 6	What are your QOS requirements to include but not limited to the following:		Latency: As a general rule of thumb, real-time audio quality does not begin to degrade until one-way latency exceeds 150msec.
	Latency		
	Jitter		Jitter: Voice Quality will noticeably be degraded if jitter consistently exceeds 30msec.
	Prioritization; and		
	Bandwidth Reservation	Y	Prioritizations: "The proposed Cisco should leverage link class prioritization of voice, video and call signaling. Sirius will work with OCIO network administrators to better understand the enterprise QOS strategy. Below are some basic concepts of QoS that can be leveraged in a Cisco deployment. 1. Classification and Marking - done at the input interface as near to the source as possible. 2. Congestion Management (Queuing and Scheduling) - performed on the output interface. 3. Congestion Avoidance (Drop policies) - performed on the output interface. 4. Policing and Shaping - Policing can be done both inbound or outbound, but shaping can only be done outbound (since its a kind of queuing). 5. Link Efficiency Tools (Compression and LFI) - Done outbound for low speed links only (less than 768kbps)."
			Bandwidh Reservations: "The proposed Cisco should leverage link class prioritization of voice, video and call signaling. Sirius will work with OCIO network administrators to better understand the enterprise QOS strategy. Below are some basic concepts of QoS that can be leveraged in a Cisco deployment. 1. Classification and Marking - done at the input interface as near to the source as possible. 2. Congestion Management (Queuing and Scheduling) - performed on the output interface. 3. Congestion Avoidance (Drop policies) - performed on the output interface. 4. Policing and Shaping - Policing can be done both inbound or outbound, but shaping can only be done outbound (since its a kind of queuing). 5. Link Efficiency Tools (Compression and LFI) - Done outbound for low speed links only (less than 768kbps)."

SNR 7		Does your solution support IPv6?	Y	Cisco UC application servers support dual stack addressing, both IPv4 and IPv6 protocol stacks.
SNR 8		What troubleshooting duties will State personnel be responsible for?	Y	All State provided infrastucture presently installed (switches, routers and circuits) that will be used as a conduit to provide the UC services to its users. Sirius will assist the State in root cause analysis and remediation for those devices.
SNR 9		What level of monitoring is provided by the Contractor?	Y	Sirius will monitor 24x7x365 all UC applications and devices that are included in the proposed UCaaS solution.
SNR 10		Describe your remote diagnostic capabilities that are included.	Y	Sirius will be able to diagnose all UC related issues remotely.
SNR 11		Bidder should provide a list of the various network elements and devices that are monitored and their procedure for reporting trouble to the OCIO.	Y	For any device monitored by Sirius, all incidents or problems will generate a ticket from Sirius' ITSM tool to the State of Nebraska's help desk and/or appropriate designee. Upon award, Sirius will provide a list of all monitored elements that are considered in-scope.
SNR 12		Does the Bidder have any DHCP requirements? If yes, what options are needed?	Y	Cisco IP phones leverage DCHP option 150 to point to the IP address CUCM servers running the TFTP service.
SNR 13		Will the State be allowed or required to monitor Contractor owned equipment?	Y	The State will be allowed, but not required, to monitor Contractor owed equipment.
SNR 14		Does the Contractor require access to State owned equipment? If yes, what level of access is required?	Y	Access is not required, however it may become practical for Sirius to monitor routers and circuits presently in place (and owned by the State), to expedite root cause analysis. Monitoring of State owned equipment is not included in this response, but may be added for a nominal fee.
SNR 15		Describe the levels of security included with the bidder's proposed solution (IP network security, toll fraud, etc.).	Y	Complete details are provided in Appendix A, Technical Proposal respons.
SNR 16		Identify maintenance tool(s) that are part of system and options, including tools that provide identification of network problems.	Y	According to the RFP, the State is responsible for the network. Sirius has not included any Network Monitoring tools that monitor routers, switches or firewalls. However, the monitoring tool that will be deployed to monitor the Sirius provided infrastructure, can also monitor circuits and network and can be added for a nominal fee.
SNR 17		Please describe what the demarc between the Contractor and the State will look like?	Y	Sirius will monitor and manage all Sirius provided equipment. The state will monitor and manage all State provided equipment and circuits currently under their management that will be used to deliver the Sirius provided UC Services described herein. Sirius will work jointly with State networking team in troubleshooting, root cause analysis and remediation.

		Post implementation Support OCIO-hosted solution	Supported (Y/N)	Explanation
MPISR-1	R	The Contractor must provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven days a week. A report of trouble clearance should be furnished to the State employee who reported the trouble within one hour of trouble clearance. A copy of the written trouble ticket should be provided to the State, when requested. If correction has not occurred within 8 hours, a report should be provided showing the plan to correct the problem inclusive of a projected correction time. The centralized Trouble Reporting Center must provide notification to the State immediately after any occurrence of a service affecting network failure condition when the State has not previously reported such failure. Bidder must provide a flow chart along with other available contractor documentation describing the trouble reporting and the contractor's problem escalation support model.	Y	Sirius agrees. Attached In Appendix A, Technical Proposal response is our high lever overview of the Sirius Managed Service Process Manual for trouble reporting and escalation.
MPISR-2	R	The bidder must provide an escalation procedure and contact list to be used for unresolved troubles, including names, titles, and phone numbers of contact persons in the escalation chain.	Y	Sirius Agrees. This information will be disclosed during the Transition phase of the agreement.
MPISR-3	R	The bidder must provide Service Level Agreements (SLA) that are applicable to the service being proposed.	Y	A Sample SLA is provided in Appendix A, Technical Proposal response.
MPISR-4	R	The bidder must provide a plan of redundancy and business recovery. A copy of the plan must be included in the bidder's response. The plan must include back-up and alternative facilities/resources, plans, procedures, conditions, authorizations, response and recovery times, statistical history including MTTR, and other information needed to assess and ensure the bidder's capability to recover with a minimum of service disruption or degradation. In the event a major outage occurs, response and recovery must begin immediately. The Contractor must restore service as soon as possible.	Y	Complete details are provided in Appendix A, Technical Proposal response.
PISR 5		Describe any end user or administrator documentation available.	Y	Sirius will work with OCIO to customize Sirius provided cheat sheets (how-to) guides for new phone users to best fit the features/functions deployed on the system. The purpose of this documentation is provide users with a simple quick reference guide for day-to-day operations of the telephone sets.
PISR 6		Describe any end user or administrator training available.	Y	If awarded Sirius has included in the proposed solution one day of onsite, instructor led administrative training on the system. This will include common MACD and troubleshooting issues as well as an overview of the system level configuration and descriptions of what was built. Included with the training will be a how-to guide from the troubleshooting and MACD's discussed and URL links to additional Cisco documentation.

		E911 OCIO-Hosted Solution	Supported (Y/N)	Explanation
ME911-1	R	Proposed solution must support E911 by sending the station number of all callers dialing "911", or "9, 911".	Y	The proposed solution is very flexible with ANI and caller ID. In the event 911 is dialed, stations will be configured to out pulse the proper ANI as provided during the discovery/design phase of the project.

		Billing Requirements **Supported** **OCIO-Hosted Solution**	**(Y/N)**	**Explanation**
MBR-1	R	The billing cycle for all contractor provided services must end on the last day of each month, and the next billing cycle must begin the first day of the following month.	Y	Complete details are provided in Appendix A, Technical Proposal response.
MBR-2	R	A paper summary invoice must be delivered to the AS Accounting 1526 K St. Suite 240, Lincoln, NE 68508. The paper invoice must include all current services covering the previous calendar month and must be delivered by the 10th of the month. Bidders must include in their proposal snap shots depicting the actual invoice format that includes each service type offered.	Y	Sirius is proposing flat monthly fees for each category/service type identified. (Basic, Standard, Premium, Analog and Voicemail)
MBR-3	R	The paper invoice must show order activity detail and current monthly charges by services and be organized in a clear and precise manner. An overall summary must provide total lines and total cost.	Y	Sirius agrees. All service types will be invoiced monthly with detail and summary.
MBR-4	R	An accurate electronic station billing file must be delivered to the OCIO. This electronic billing file must include all current services covering the previous calendar month and must be received by the 10th of each month.	Y	Sirius agrees.
MBR-5	R	The electronic station record file layout must be either "delimited" or "fixed length". There must be a separate line for each telephone number that includes, as a minimum, 10 Digit Station number and station type identifier (i.e. basic, standard, or premium).	Y	Sirius agrees.

MBR-6	R	A 2nd electronic call detail record file must be delivered to the OCIO and provided in an electronic file each month covering the previous calendar month and must be received by the 10th of the month. The format must include the following items: 1. Time of Day 2. Date of Call 3. Originating Number (calling number) 4. Originating City/State 5. Terminating Number (called number) 6. Terminating City/State 7. Call Duration (billable time).	Y	Sirius understands based on Q&A reference 5824 Z1 Addendum 2 Option A - OCIO Hosted Option is exempt **Time of Day:** Sirius understands based on Q&A reference 5824 Z1 Addendum 2 Option A - OCIO Hosted Option is exempt **Date of Call:** Sirius understands based on Q&A reference 5824 Z1 Addendum 2 Option A - OCIO Hosted Option is exempt **Originating Number:** Sirius understands based on Q&A reference 5824 Z1 Addendum 2 Option A - OCIO Hosted Option is exempt **Originating City/State:** Sirius understands based on Q&A reference 5824 Z1 Addendum 2 Option A - OCIO Hosted Option is exemptTerminating Number (called number) **Terminating Number:** Sirius understands based on Q&A reference 5824 Z1 Addendum 2 Option A - OCIO Hosted Option is exempt **Terminating City/State:** Sirius understands based on Q&A reference 5824 Z1 Addendum 2 Option A - OCIO Hosted Option is exempt **Call Duration (billable time):** Sirius understands based on Q&A reference 5824 Z1 Addendum 2 Option A - OCIO Hosted Option is exempt
MBR-7	R	Receiving electronic files must be an automated process. The State will not consider a CD, DVD or email attachment to be automated. Any process that relies on a single person at a desktop to receive data and manually extract or manipulate files will not be considered automation. Current platforms supported by the State are Connect Direct (NDM), and SFTP. The Bidder must provide a complete description of their proposed process for delivering electronic files.	Y	Sirius will send service reports via SFTP by category/service type associated with 10 digit station number.
MBR-8	R	Totals in both electronic billing files must match totals on the paper summary invoice. Paper summary invoices that do not match the electronic data file will not be paid until corrected.	Y	Sirius agrees.
MBR-9	R	The bidder must provide the contact names, escalation procedures, and telephone numbers for billing questions and technical problems.	Y	Sirius will provide contact names and escalation procedures upon contract award.
MBR-10	R	The bidder must provide an example of both electronic billing files. A single CD with sample billing files must be included in bid proposal.	Y	Submitted with hard copy submission.

		Business Requirements		
		Supported		
		OCIO-Hosted Solution	**(Y/N)**	**Explanation**
MBUR-1	R	The State will not accept any requirements by the bidder concerning minimum orders. The State may place orders for 1 line, or as many as 1000 lines at any given time, and will pay the same installation and monthly rate for each line regardless of the quantity of lines ordered.	Y	The total monthly service fee will be invoiced based on the measured number of phones in service across all State agencies, entities and affiliates. In the Sirius proposed fees, there are no minimum user commitments, no minimum service terms, no installation fees nor termination fees.
MBUR-2	R	Payment will be made only against invoices complying with the requirements listed above. Such payment will be made within 45 days of receipt of an acceptable invoice. Invoices which are inaccurate will not be paid until corrected. Upon notice to the Contractor of billing errors, the Contractor will be required to correct the invoice, and resubmit to the State. All invoices deemed to be inaccurate must be corrected by the Contractor and re-submitted within 60	Y	Sirius is proposing under the attached executed Customer Agreement and Amendment #1 provided in our Technical Proposal response.
MBUR-3	R	The OCIO will provide a list of State personnel to the contractor that are authorized to place orders and make billing inquiries. The Contractor will not accept or act on orders and inquiries from anyone whose name does	Y	Sirius Agrees.
MBUR-4	R	Volume commitments will not be accepted by the State. If the bidder submits a response that contains Volume Commitments the bid may be rejected.	Y	Sirius Agrees.
BUR 5		All due dates must be met by the Contractor. In the event that a Contractor provided due date cannot be met, the OCIO must be notified in writing at least two (2) business days prior to original due date. The Contractor must notify the service requestor when a work order has been	Y	Sirius Agrees.
BUR 6		The State requires timely response to all requests for order activity. All requests should be acknowledged by the Contractor in writing within 48 hours. Contractor order number and order due date must be sent to the OCIO within 5 business days. All order activity must be completed by the	Y	Sirius Agrees.
BUR 7		When requested by the State, the Contractor must provide reports including station inventory and physical addresses. The State prefers access to the above information through an on-line, near real time system via the Internet at no	Y	Sirius Agrees. Configuration Information and asset location can be accessed in real time, by State authorized personnel, on the Sirius Portal at no extra costs.
BUR 8		The State and the Contractor will work in partnership to ensure the services provided under this contract will be refreshed as technologies evolve and user needs grow. The OCIO, in conjunction with, or on behalf of, all other participants, will assume the primary role in seeking and proposing new technologies and enhancements. This technology refreshment clause will be a required condition of the contract. At a minimum the State and the Contractor will conduct yearly reviews during the term of the contract to review service offerings and pricing. These reviews may result in expanding the services offered by the Contractor to include new optional pricing elements or pricing reductions associated with improved economies of scale and/or technological innovations.	Y	Sirius agrees and will work jointly with OCIO on the langauge of the Technology Refreshement Clause upon contract award.

BUR 9	Bidder must submit a Change Management Plan with their bid response detailing the Change Management process and approach along with a visual aid of the overall process and approach when a change that is within scope needs to be made. Bidder must document change requests	Y	Complete details are provided in Appendix A, Technical Proposal response.
	Project Planning and Management **Supported** **OCIO-Hosted Solution** (Y/N)		Explanation
PPMR 1	Bidder must describe in their proposal each of the steps they will take during discovery, network assessment, individual site assessment, and install. Bidder must provide a draft Project Management Plan (PMP) and upon contract execution, the Contractor must deliver a detailed PMP describing how the project will be managed. The OCIO will review the Contractor's PMP, including all subsidiary plans and components described below, within ten (10) business days of receipt. The Contractor will make any changes requested by OCIO within five (5) business days of receipt of the OCIO feedback. The PMP must include the proposed team(s), team composition, roles of team members, and the proposed project schedule and timelines. The PMP must include a preliminary schedule that describes the total number of anticipated development	Y	Complete details are provided in Appendix A, Technical Proposal response.

Sirius Deployment Teams & Potential Work Plan

Flexible & Simultaneous Schedule with Remote & Onsite Support

Large Cities

21-24 WEEKS

2 Teams Remote

Each Team Consists of:

(1) Sr Engineer

(2) Collaboration Engineers

(6) Large Cities

100 phones+

Medium Towns

6-8 WEEKS

1 Teams Remote

Each Team Consists of:

(1) Sr Engineer

(1) Collaboration Engineers

(6) Medium Towns

38+ phones

Small Towns

24 WEEKS

2 Team Remote

Each Team Consists of:

(1) Sr Engineer

(1) Collaboration Engineers

(58) Small Towns

1 – 24 phones

ONSITE Resources Supporting Sirius Deployment teams throughout the Potential 6mo Project Schedule
Customizing the Schedule to Best Meet your Financial & Operational Objectives

Technical Approach, e. 1.2 Figure, Sirius Deployment Teams & Potential Work Plan

Sirius Delivery Role Definitions

Role	Responsibilities
Managed Services Account Manager & Project Manager	• Overall project delivery ownership • Interface with any customer PM or project stakeholders • Set expectations and interface OCIO & Agencies • Overall implementation schedule owner
Enterprise Collaboration Architect	• Overall ownership and Single Point of Contact for all Technical Decisions • Best practice and compliance • Technical information collection • Technical communications • Coordinate with PM's and Engineers as required
Sr Collaboration & Collaboration Engineers	• Onsite during migrations • Device configurations, system builds • User Training, desktop apps, agents, supervisors • Triage post migration issues – day 1
Onsite Phone Technician	• Onsite during migrations • Unbox and deploy phones • Cross-connect analog devices • Phone function Training

Technical Approach, e. 1.3 Figure, Sirius Delivery Role Definitions

f.   Deliverables and due dates.

As part of the OCIO Hosted solution option, Sirius is proposing Cisco Unified Communications as a Service (UCaaS). In doing so, Sirius will deliver to the OCIO the following:

- Mutually agreed upon project deployment schedule
- Due dates for service installations will be coordinated through this project schedule jointly created between Sirius and OCIO
- Sirius will deliver a monthly installed service report along with a one-time acknowledgment of acceptance of service upon initial installation
- Network Architecture drawings to be delivered upon completion of planning phase
- Equipment list to be placed in OCIO Lincoln and Omaha Data Centers
- Data Center Rack Elevations
- Specifications for Data Center network, rack and power

TERMS AND CONDITIONS

TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. State of Nebraska is soliciting proposals in response to this RFP. State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. 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 Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

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

GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X pmc			Sirius is submitting our bid under the combined terms of: (a) the existing Customer Agreement between Sirius and the State of Nebraska (29875-CA), as amended; and (b) additional terms and conditions contained in this RFP (as negotiated) that do not conflict with terms of the existing Customer Agreement.

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

- Request for Proposal and Addenda;
- Amendments to the RFP;
- Questions and Answers;
- Contractor's proposal (RFP and properly submitted documents);
- The executed Contract and Addendum One to Contract, if applicable; and,
- Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B.   NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X mc			Sirius is submitting our bid under the combined terms of: (a) the existing Customer Agreement between Sirius and the State of Nebraska (29875-CA), as amended; and (b) additional terms and conditions contained in this RFP (as negotiated) that do not conflict with terms of the existing Customer Agreement.

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 three (3) calendar days following deposit in the mail.

C.   GOVERNING LAW (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X mc			Sirius is submitting under our existing Customer Agreement. See attached Customer Agreement with Amendment 1 in proposal.

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 agreement 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.

D.   BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
mc X			

The bidder 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.

E.   CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X *mc*	X *mc*	Changes in work and the amount of compensation to be paid to the Contractor shall be agreed upon in writing by the State and the Contractor prior to any such changes becoming effective.

State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. 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. 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.

F.   NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X pnc	X pnc	If any document or deliverable required pursuant to the contract does not fulfill the expressly stated requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall maker commercially reasonable efforts to deliver assurances in the form of additional Contractor resources to the project at no additional cost to the State in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

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. 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.

G.   **BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X pnc	X pnc	Sirius is submitting under our existing Customer Agreement. See attached Customer Agreement with Amendment 1 in proposal.

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

State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

H.   **NON-WAIVER OF BREACH**

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

| | X | X | Sirius is submitting under our existing Customer Agreement. |
| | *mc* | *Bmc* | See attached Customer Agreement with Amendment 1 in proposal. |

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.

I.   SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
Bmc X			

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.

J.   INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X *Bmc*	X *Bmc*	Sirius is submitting under our existing Customer Agreement. Sirius agrees to comply with the general Indemnification provisions of Article II, Section 3 of the Customer Agreement. With respect to IP indemnification, Sirius proposes the following language: (a) Except as set forth in subparagraph (b) below, if a third party asserts a claim against the State that any Deliverables provided by the Contractor under an applicable SOW or the Contractor's use of any Materials (as hereinafter defined) in its performance of services hereunder infringes that party's U.S. patents or copyrights, the Contractor will defend the State against that claim at the Contractor's expense and pay all costs, damages, and reasonable attorneys' fees that a court finally awards against the State, or that are included in a settlement approved by the Contractor, provided that the State: (i) promptly notifies the Contractor in writing of the claim; and (ii) allows the Contractor to control, and cooperates with the Contractor in, the defense of such claim

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

(b) the Contractor has no obligation regarding, and the State shall defend, indemnify, and hold the Contractor and its officers, directors, employees, agents, and representatives harmless from and against, any claim arising from or related to any of the following: (i) anything the State provides or a third party provides on the State's behalf which is incorporated into a Deliverable and/or the Contractor's compliance with any designs, specifications, or instructions provided by the State or a third party on the State's behalf; (ii) operation or use of a Deliverable in an application or environment or in any manner otherwise inconsistent with the applicable SOW or the applicable documentation provided by the Contractor under the applicable SOW; (iii) operation or use of a Deliverable in a manner inconsistent with the license agreement between the State and the product manufacturer or software licensor if the Services provided by the Contractor hereunder involve Third Party Technology; (iv) alteration or modification of a Deliverable in any way by anyone other than the Contractor or not according to the Contractor's written instructions; (v) anything not expressly enumerated as a Deliverable in the applicable SOW; (vi) distribution, operation or use of a Deliverable for the benefit of a third party; or (vii)

			combination or use of a Deliverable with any material or thing not expressly approved in writing by the Contractor.

1. **GENERAL**

   The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or 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 RFP.

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**

   State of Nebraska 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 agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. 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 agreement to the extent provided by law.

5. **ALL REMEDIES AT LAW**

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this lease. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons shall be determined according to applicable law.

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

K. **ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X ｍぐ	X ｐﾏC	Sirius is submitting under our existing Customer Agreement. See attached Customer Agreement with Amendment 1 in proposal. Sirius agrees to pay attorney's fees in accordance with Article II, Section 3 of the Customer Agreement.

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 order by the court, including attorney's fees and costs, if the other Party prevails.

L. **LIQUIDATED DAMAGES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X ｍぐ	X ｐﾏC	Sirius takes exception to both the Liquidated Damages Clause and the For Service Delivery Noncompliance Clause. Sirius is a reseller, not the manufacturer, who does not keep inventory on hand. All orders will be shipped directly from the manufacturer to you based on their lead time and delivery schedule. Due dates provided by Sirius on a Proposal, if any, are meant to be estimations based on current manufacturer lead times, non-binding, and subject to change by Sirius due to changes by the manufacturer.

Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of liquidate damages due the State as noted below. Contractor will be notified in writing when liquidated damages will commence.

In events where the Contractor does not correct invoices, the State reserves the right to pursue one or more of the following remedies:

1. Withholding of payment on disputed invoices.
2. "Vendor Performance Report" Filed with Materiel Division.
3. Removing or suspending Contractor from State vendor list.
4. Additional legal action as deemed appropriate by the State.

Accurate billing, timely invoice delivery, and billing dispute resolutions are required, and repeated failure to meet these requirements will result in liquidated damages that compensate the State for all costs including labor for such resolutions. State may choose to deduct an amount equal to the hourly labor rate for employees time spent identifying and disputing billing errors and tracking credits for billing errors. All billing errors must be corrected and/or credited within 60 days

FOR SERVICE DELIVERY NONCOMPLIANCE

For all orders placed after initial installation, committed due dates from the Contractor must be honored or liquidated damages may be assessed. If the committed due date for installation is not met within one day of the scheduled date, the Contractor must waive all installation charges, including labor for that particular order. If the install is not completed within three (3) days of the committed due date the Contractor must further waive the first month of charges for the services that are delayed.

M.   **ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X *mc*			In the event Sirius assigns right to payment hereunder, the following additional requirements will need to be included and agreed upon: • Assignment of payments (required) • Acceptance terms -- deemed acceptance on installation and provision for obtaining signature Certificate of contracting authority • Assumes single award to Sirius • Title -- remains with contractor and its assigns • Return of assets -- equipment returned in good working order upon any reduction or discontinuance of service

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.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X mc	X mc	Sirius is submitting under our existing Customer Agreement with the State, so any political sub-division would be required to agree to the terms of the Customer Agreement as part of the overall Contract.

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. State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

O. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X mc	X mc	Sirius is submitting under our existing Customer Agreement. See attached Customer Agreement with Amendment 1 in proposal. Sirius agrees to comply with the Force Majeure provisions of Article III, Section 10 of the Customer Agreement.

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 manmade 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.

P. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
mc X			

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

Q. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X mc	X wmc	Sirius is submitting under our existing Customer Agreement. See attached Customer Agreement with Amendment 1 in proposal. Either party may terminate the contract in accordance with Article III, Section 4 of the Customer Agreement.

The contract may be terminated as follows:

1. State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. State may terminate the contract immediately for the following reasons:
   a. if directed to do so by statute;
   b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
   c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
   d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
   e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
   f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
   g. Contractor intentionally discloses confidential information;
   h. Contractor has or announces it will discontinue support of the deliverable; and,
   i. In the event funding is no longer available.

R. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X mc	X bmc	Sirius is submitting under our existing Customer Agreement.

			See attached Customer Agreement with Amendment 1 in proposal.

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

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

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

III. CONTRACTOR DUTIES

A. **INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
mc X			

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.

All personnel assigned by the Contractor to the contract 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; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
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 should be clearly defined in the bidder'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.

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 subcontractor 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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X *mc*			Sirius is submitting under our existing Customer Agreement.

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. 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 Department of Administrative Services website at
http://das.nebraska.gov/materiel/purchasing.html

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

2.   If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US 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.

    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 of Nebraska, 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 to 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 services to be covered by any contract resulting from this RFP.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X mc			Sirius is submitting under our existing Customer Agreement. See attached Customer Agreement with Amendment 1 in proposal. Sirius does agree to comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
mc X			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on 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. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X *mc*			Sirius is submitting under our existing Customer Agreement. See attached Customer Agreement with Amendment 1 in proposal. Sirius does agree to comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

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 execution 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.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X *mc*	X *mc*	Sirius is submitting under our existing Customer Agreement. See attached Customer Agreement with Amendment 1 in proposal. The State of Nebraska's intellectual property rights regarding services deliverables shall be set forth in the applicable statement of work ("SOW") and Managed Services Master Agreement.

State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

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

G.   INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X _[initialed]_	X _[initialed]_	Sirius requests that: (a) the non-contributory language be removed from all insurance provisions; (b) the required amount of Commercial General Liability may be met through a combination of primary and umbrella/excess coverages; and (c) the required amount of Cyber Liability insurance be reduced to five million dollars ($5,000,000). Except as stated above, Sirius accepts the proposed insurance requirements.

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord 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 within one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

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

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

7.   **WORKERS' COMPENSATION INSURANCE**
The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any

such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, 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.

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE

COMMERCIAL GENERAL LIABILITY

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Medical Payments	$10,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included

If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.

WORKER'S COMPENSATION

Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory

COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable

UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	$5,000,000 per occurrence

PROFESSIONAL LIABILITY

All Other Professional Liability (Errors & Omissions)	$1,000,000 Per Claim / Aggregate

COMMERCIAL CRIME

Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000

CYBER LIABILITY

Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$10,000,000

MANDATORY COI SUBROGATION WAIVER LANGUAGE

"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."

MANDATORY COI LIABILITY WAIVER LANGUAGE

"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

9.   **EVIDENCE OF COVERAGE**

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Office of the CIO
Attn: Controller
501 South 14th Street
Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP 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 the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

10. **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.

H. **ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
_mc_ X			

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.

I. **CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X _mc_			

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J.   **STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X pmc			

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.

K.   **SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X pmc	X pmc	Sirius agrees to use commercially reasonable efforts to ensure that its employees, agents, and Subcontractors comply with all site rules and regulations that are made available to such Sirius personnel in writing while on State premises.

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.

L.   ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
pmc X			

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 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.

M.   NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X *pmc*	X *pmc*	Sirius request the following language: Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the extent it is commercially reasonable to do so under the circumstances.

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services 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.

N.   DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
pmc X			

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 services as specified under the specifications in the contract in the event of a disaster.

O.   DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
mc X			

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.

IV. PAYMENT

A.   PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B.   TAXES (Statutory)

State is not required to pay taxes and assumes no such liability as a result of this solicitation. 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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X *mc*	X *mc*	Sirius is submitting under our existing Customer Agreement. See attached Customer Agreement with Amendment 1 in proposal.

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. All invoicing requirements can be found in Attachments A, B, and C. Invoices shall be submitted to AS Accounting 1526 K St. Suite 240, Lincoln, NE 68508. 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 RFP Response (Initial)	NOTES/COMMENTS:
	X	X	Sirius is submitting under our existing Customer Agreement. See attached Customer Agreement with Amendment 1 in proposal. The State's right to inspect any products and goods will be as provided by the applicable manufacturer's policies. The State's right to inspect the services will be as set forth in the applicable SOW and SWO.
	pmc	*pmc*	

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

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

E.   **PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X	X	Client agrees that its payment obligations shall continue until and be absolute and unconditional until: a) all equipment has been returned to the Sirius designated return location, b) Sirius has confirmed receipt of such equipment, c) Sirius deems such equipment to be in good and acceptable working condition (ordinary wear and tear excepted), and d) Sirius has provided written notice of its date of acceptance to Client.
	vmc	*pmc*	

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). 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 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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X pmc			Sirius is submitting under our existing Customer Agreement. See attached Customer Agreement with Amendment 1 in proposal.

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. 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)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X pmc	X pmc	Sirius is submitting under our existing Customer Agreement. See attached Customer Agreement with Amendment 1 in proposal. If Sirius is the awarded contractor, we will be happy to discuss the reasonable parameters and requirements for the State's right to audit the contract.

State shall have the right to audit the Contractor's performance of this contract upon a 30 days' 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. 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. 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. Under no circumstance will the 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.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one (.5%) of

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

Sirius response: Sirius is proposing under the attached executed Customer Agreement and Amendment #1.

Executed_CA_02.08. 11[1].pdf   Sirius Amendment #1 (Executed) 33120

Prior to performing any Services, the State of Nebraska and Sirius will need to agree upon a written Statement of Work, SOW (Professional Services), Services Work Order, SOW (Master Managed Services Agreement) and a Master Managed Services Agreement in order for services to be performed. Provided below for your review.

SWO-CUSTOMER NAME_99999_SERVIC   SOW - Technical Services with TERMS I   Managed Services Master Agreement Te

NOTICE OF ASSIGNMENT:

Notice of Assignment_Sirius.do

SIRIUS

CUSTOMER AGREEMENT NO. 29875-CA

Thank you for selecting Sirius Computer Solutions, Inc. and its affiliates ("Sirius") as your provider of computer products and computer consulting services. Affiliates of Sirius are those entities owned by, controlled by, or under common control with, directly or indirectly, Sirius.

This Customer Agreement (the "CA" or "Agreement") between you and Sirius provides the terms and conditions under which Sirius will sell computer equipment, software and related products ("Products") and provide certain computer consulting and/or programming services ("Services") to you; provided, however, any managed services that Sirius may agree to provide would be governed by a separate Managed Services Agreement that may be entered into between the parties. During the term of this Agreement, Sirius has the right to reject or accept any submitted purchase orders or requested Services.

The CA number is **29875-CA**, which should be referenced on all purchase orders submitted under this CA. Notwithstanding the failure to reference this Agreement, all Orders (as hereinafter defined) and Statements of Work (an accepted statement of work shall be referred to herein as an "SOW" or a "Statement of Work") shall be deemed to incorporate the terms and conditions of this Agreement. In the event of a conflict between this Agreement and any Order and/or SOW, the terms of this Agreement shall control. The terms and conditions of this Agreement shall not be altered or modified (or additional liabilities or obligations of Sirius created) by the standard terms and conditions that may be included on a purchase order submitted by Customer.

Each of the Affiliates of Customer shall be permitted to become a party hereto and place orders and requests for Products and Services pursuant to, and in accordance with, the terms and conditions of this Agreement and upon becoming a party hereto, the term "Customer" shall mean and include such Affiliate. In order to become a party hereto, each such Affiliate shall acknowledge in writing, in a form reasonably acceptable to Sirius, that it shall be bound by the terms and conditions of this Agreement. Notwithstanding the foregoing, it is expressly acknowledged and agreed that Customer and its Affiliates that become parties hereto shall be jointly and severally liable for any or all of its liabilities and obligations of Customer or any of its Affiliates under this Agreement. The term "Affiliate" of Customer shall mean any entity controlling, controlled by or under common control with Customer.

Please evidence your agreement to be bound by the terms of the CA attached hereto by your signature below. The CA and any related Statement of Work embody the entire agreement and understanding between the parties hereto relating to the subject matter hereof, and supersede any prior agreements and understandings relating to the subject matter hereof.

Sirius is committed to providing the highest quality products and services. If at any time, you have any questions or problems, or you are not completely satisfied, please let us know.

This Agreement is made and entered into as of 28th of Jan. , 2011 ("Effective Date"), by and between Sirius and Customer.

Agreed To (SIRIUS):	Agreed To (CUSTOMER):
SIRIUS COMPUTER SOLUTIONS, INC.	STATE OF NEBRASKA
613 N.W. Loop 410, Suite 1000	501 South 14th Street
San Antonio, Texas 78216	Lincoln, Nebraska 68509

By: *Bonnie M. Cerrito*

Name: Bonnie M. Cerrito

Title: Senior Vice President of Sales Operations

Date: 2/8/2011

By: *Brenda L. Decker*

Printed Name: Brenda L. Decker

Title: Chief Information Officer

Date: 1-28-2011

ARTICLE I. SALES AND SERVICES TERMS AND CONDITIONS

1. **Products - Purchase Orders.** Customer shall place an order for Products by submitting a written purchase order or signed Sirius quote/proposal/purchase authorization or other written evidence acceptable to Sirius of Customer's order of Products (an accepted order shall be referred to herein as an "Order"). Acceptance of an Order by Sirius shall be by written confirmation of acceptance (by mail, email or facsimile) or by shipping the Products.

2. **Services - Statements of Work.** Prior to performing any Services, Customer and Sirius shall agree upon a written SOW setting forth the scope of Services to be performed, the project schedule, the associated rates, fees and other expenses and any other additional terms as may be agreed to by the parties for such Services. Customer acknowledges that Services provided under a SOW may be subcontracted. Notwithstanding anything else in this Agreement, Customer acknowledges and agrees that Sirius may perform services for others that are the same as or similar to the Services provided to Customer, including without limitation the use of any deliverables that may be delivered to Customer under any SOW.

3. **Purchase Price; Payment; Taxes.** Customer agrees to pay the total purchase price for Products as shown on any Order and/or the fees and expenses for Services as shown on the applicable SOW. Payments shall be made according to the Nebraska Prompt Payment Act (Neb. Rev. Stat. §§ 81-2401 to 81-2408). Partial shipments of orders of Products may be made from time to time and Customer agrees to pay a pro rata amount of the total for any partial shipment of Products under the same terms listed above.

4. **Freight Costs; Delivery; Risk of Loss.** Sirius will arrange for shipment and delivery of the Products listed in the applicable Order to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the Products shall pass to Customer upon delivery at Customer's site.

5. **Installation.** Unless otherwise expressly provided in the applicable SOW or Order, Customer is responsible for, and shall pay all costs associated with, (i) reviewing the Manufacturer's Installation Manual, (ii) verifying that the site is suitable for the operation of the Products purchased hereunder, (iii) preparing a suitable site for the delivery, installation and operation of the Products per the manufacturer's specifications and (iv) installing and operating the Products.

6. **Title; Security Interest.** Title to each Product (other than software) to be sold by Sirius hereunder shall pass to Customer upon payment in full of the purchase price stated in the applicable Order. Title to software is not transferred and the right to use software included in the Products shall be governed by a separate license agreement between Customer and the software vendor. Sirius reserves title to the Products sold hereunder as security for the performance of Customer's obligations until Sirius receives payment in full for such Product. Should Customer fail to perform any of its obligations within five (5) days after receipt of notice of default, including default in payment of any charges hereunder when due, Sirius shall be entitled to exercise all rights and remedies as may be conferred on it by law.

7. **Limited Representations and Warranties.** Sirius represents and warrants that, at the time each Product is delivered, Sirius will be the lawful owner of such Product (other than software products) or shall have the lawful right to deliver such Product to Customer, free and clear of any liens and encumbrances and will have full right, power and authority to transfer good and valid title to or right of possession of the same to Customer. The Products will be accompanied by the applicable manufacture's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) to the extent of and in accordance with the manufacturer's/software licensor's policies and any applicable agreements between Sirius and such manufacturer/licensor. Customer agrees that with respect to the Products (i) it is relying solely on the manufacturer's or licensor's representations and warranties (except as expressly set forth above), (ii) Sirius shall have no liability or obligations with respect to any manufacturer's or licensor's representations and warranties, and (iii) any claims for Damages (as defined below) by Customer based upon such manufacturer's or licensor's representations and warranties shall be made solely against the manufacturer or licensor.

As Sirius is not the manufacturer of the Products, Customer waives and disclaims any claim against Sirius based upon (i) any infringement or misappropriation or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or other intellectual property rights with respect to any Products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or misappropriation or alleged infringement or misappropriation.

Notwithstanding the foregoing, with respect to Products that are used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days from shipment of the Products, such Products will be in a condition necessary to qualify for the maintenance agreement of the manufacturer, if available from the manufacturer; provided that such warranty shall only apply if the Products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to installation within such thirty (30) day period; and provided further, that Customer's exclusive recourse against Sirius for the failure of the Products to qualify for such maintenance agreement shall be, at the election of Sirius, either the repair or replacement of such refurbished equipment (as necessary to qualify for such maintenance agreement) or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such Products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

Sirius warrants that Sirius will perform Services in a professional manner and in accordance with the description in the applicable SOW in all material respects.

8. **Payment by Third Party Leasing Company.** If Customer enters into a lease agreement with a third party leasing company ("Leasing Company") encompassing the Product(s) or Services listed on an Order or SOW to be fulfilled under this Agreement, Customer may assign the rights to receive title to the Products or Services to such Leasing Company, provided, however, such assignment shall not release Customer from any liability or obligation under this Agreement or such Order or SOW, and if the Leasing Company defaults on any such payment obligations owed to Sirius, Customer will not be released and shall fulfill such obligations.

ARTICLE II. DISCLAIMERS; LIABILITY; INDEMNIFICATION

1. **Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE I, SECTION 7, OR AN APPLICABLE SOW, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THIS AGREEMENT OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

2. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR FUTURE REVENUES, LOSS OR CORRUPTION OF OR DAMAGE TO DATA, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. EXCEPT WITH RESPECT TO A CLAIM BY SIRIUS ARISING UNDER SECTION 3 OF ARTICLE I OR A CLAIM UNDER SECTION 3 OF THIS ARTICLE II, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT OR OTHERWISE ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO SIRIUS AS SHOWN ON THE APPLICABLE ORDER OR SOW, AS THE CASE MAY BE, WITH RESPECT TO WHICH SUCH CLAIM RELATES. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND EACH PARTY AGREES TO RELEASE THE OTHER PARTY, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT.

Notwithstanding any provisions in this Agreement to the contrary, in each instance in which Customer has Damages (as hereinafter defined) it is entitled to recover from Sirius arising from: (i) bodily injury or death to persons, regardless of the basis (including, without limitation, Sirius' own negligence), Sirius will only be liable for Damages directly attributable to physical bodily injury (including death); and (ii) physical damage to or loss of tangible personal property and/or damage to real property caused by Sirius, the Damages to which Customer is entitled shall be limited to the lesser of the replacement cost or the cost of repair of such real or tangible personal property. In no event shall Customer be entitled to Damages from Sirius arising from damage to Customer's intangible personal property.

3. **Indemnification.** Subject to the limitations on liabilities and damages set forth herein, and solely with respect to and in connection with the provision of

Services under a SOW, each party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party (the "Indemnified Party") for, and to pay the Indemnified Party, the amount of, any loss, liability, claim or damage or expense (including costs of investigation and defense and reasonable attorneys' fees) (collectively, "Damages"), incurred or suffered by the Indemnified Party to the extent directly arising from any bodily injury or death to persons or physical damages to or loss of tangible personal property, either of which is caused by the negligence or willful misconduct of the Indemnifying Party.

4. Enforceability. THE INDEMNIFICATION, LIMITATION OF DAMAGES AND LIMITATION OF LIABILITY IN ARTICLE II OF THIS AGREEMENT SHALL BE ENFORCEABLE WITH RESPECT TO DAMAGES ARISING FROM ANY AND ALL ACTS, CLAIMS OR LEGAL REQUIREMENTS, AND REGARDLESS OF WHETHER ANY PERSON ALLEGES OR PROVES THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT, OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED ON THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT.

5. It is understood by the parties that in Customer's opinion, provisions of this Article may be unconstitutional under the Nebraska State Constitution, Article 13, Section 3, and Customer may assert such unconstitutionality as a theory in litigation, despite assent to the remainder of this agreement.

ARTICLE III. MISCELLANEOUS TERMS AND CONDITIONS

1. Miscellaneous. Any change, modification or cancellation of any Purchase Order for Products or SOW requested by Customer after acceptance by Sirius may result in an additional charge to be paid to Sirius by Customer. Customer is responsible for any additional costs derived from a change in the system configuration prior to the installation of equipment ordered from Sirius. Unless visibly damaged on delivery, no Products shall be returned, refunded, canceled, or terminated by Customer without prior written approval from Sirius. If Sirius approves such return, a restocking charge may be assessed by Sirius to Customer. Said charge for rework, cancellation or restocking will not exceed the actual charge assessed by the manufacturer or vendor to Sirius.

2. Notices. Each party may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code ("USERID") contained in electronic equipment is legally sufficient to verify the sender's identity and the document's authenticity. All legal notices, requests, and demands hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been duly given upon delivery in person, by overnight courier or by certified or registered mail, return receipt requested, at the addresses set forth in the signature blocks.

3. Amendments and Waiver. This Agreement may only be amended, modified or waived by a written instrument executed by the parties. With respect to Sirius, only the President and Vice Presidents of Sirius are authorized to execute, amend, modify or waive this Agreement or any provision hereof and no other employees of Sirius have any authority (express or implied) to bind Sirius or make any representations or warranties on its behalf.

4. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue for a period of five years, or until terminated as provided herein. Either party may at any time terminate this Agreement upon thirty (30) days' prior written notice. Either party may immediately terminate this Agreement, or a SOW, in the event that (i) the other party defaults in a material obligation under this Agreement, or the SOW, and fails to cure such default after thirty (30) days written notice (or five (5) days with respect to a failure of Customer to timely pay any amounts due under an invoice) or (ii) the other party becomes insolvent, makes a general assignment for the benefit of creditors or becomes subject to any proceeding under any bankruptcy or insolvency laws. In the event of default, the parties shall be entitled to exercise all rights and remedies as may be conferred on such party by law. Customer shall pay for all Products sold hereunder and Services rendered up to the effective date of termination in accordance with Article I, Section 3.

The terms of this Agreement, which, by their nature, extend beyond the Agreement's termination, remain in effect until fulfilled, and apply to respective successors and assigns.

5. Assignments and Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Except in the event of a merger or the sale/transfer of all (or substantially all) the assets or ownership interest of Customer, this Agreement shall not be assigned by Customer without the prior written consent of Sirius, which will not be unreasonably withheld. In the event of an assignment, the assuming party shall assume all rights and obligations of the assigning party under this Agreement and shall evidence such assumption by entering into an assumption agreement with the non-assigning party, provided, however, in no event shall such assignment or assumption release Customer from its obligations and liabilities hereunder.

6. No Implied Rights or Remedies; Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to create any third party beneficiary rights.

7. Entire Agreement. This Agreement, any addendum or amendments hereto, and any related Order or SOW embody the entire agreement and understanding between the parties hereto relating to the subject matter hereof, and supersede any prior agreements and understandings relating to the subject matter hereof. CUSTOMER EXPRESSLY WARRANTS, REPRESENTS AND ACKNOWLEDGES THAT NO PROMISE, AGREEMENT, REPRESENTATION OR STATEMENT HAS BEEN MADE TO CUSTOMER OTHER THAN THOSE EXPRESSLY STATED IN WRITING IN THIS AGREEMENT, UPON WHICH CUSTOMER HAS RELIED IN ENTERING INTO THIS AGREEMENT.

8. Severability. If any part or provision of this Agreement is or shall be deemed violative of any applicable laws, rules or regulations, such legal invalidity shall not void this Agreement or affect the remaining terms and provisions of this Agreement, and this Agreement shall be construed and interpreted to comport with all such laws, rules or regulations to the maximum extent possible.

9. Limited Time for Action. No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

10. Force Majeure. Neither party shall be liable for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include, but not limited to, the occurrence of any event beyond the reasonable control of the party, including war, sabotage and other acts of civil disobedience, action of a public enemy or other acts of terrorism, failure or delays in transportation, laws, regulations or acts of any national, state or local government, judicial action, labor dispute, accident, fire, explosion, or other act of God, shortage of labor, fuel or raw materials or machinery or technical failures.

11. Applicable Law; Jurisdiction and Venue. This Agreement and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Nebraska, without giving effect to principles of conflict of laws. Each party agrees that the exclusive jurisdiction and venue for resolution of any dispute between the parties related to the subject matter of this Agreement and any claim affecting its validity, construction, effect, performance or termination shall be in Lancaster County, Nebraska and each of the parties expressly consents to such jurisdiction and venue and waives any objections thereto.

12. Counterparts. This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered (which deliveries may be made by electronic means) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument.

13. Independent Contractor; Non-Exclusivity. Under this Agreement, Sirius shall be an independent contractor. This Agreement shall not be construed as creating a partnership, joint venture, agency or employment relationship, or as granting a franchise under either federal or state law. This Agreement shall not preclude Sirius from selling Products and/or providing Services to others, which may result in, among other things, computer programming techniques, products and documentation that are competitive, whether or not such materials are similar to materials developed by Sirius pursuant to this Agreement or otherwise.

14. Reserved.

15. New Employee Work Eligibility Status. Sirius is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. 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 a newly hired employee.

CUSTOMER AGREEMENT
AMENDMENT NO. 1

SIRIUS

This Amendment to Customer Agreement #29875-CA (the "Agreement") is entered into by and between Sirius Computer Solutions, Inc. ("Sirius") and State of Nebraska, ("Customer") effective March 22, 2016, (the "Effective Date"). This Amendment is in addition to the terms and conditions outlined in the Agreement.

WHEREAS, Sirius and Customer entered into the Agreement on or about January 28, 2011, covering the purchase and sale of computer equipment, products, and services; and

WHEREAS, the Agreement has since expired, Sirius and Customer desire to renew the Agreement for an additional term of five (5) years, as of the Effective Date.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties do hereby contract and agree to amend the Agreement as follows:

1. Article III Section 4 of the Agreement is hereby amended to reflect an additional term of five (5) years, ending on March 21, 2021.

Except as explicitly stated above, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto hereby warrant that they have the requisite authority to execute this Amendment, and have executed this Amendment, as of the date the last party signs below.

Agreed To:	Agreed To:
SIRIUS COMPUTER SOLUTIONS, INC.	STATE OF NEBRASKA
By: *Bonnie M. Cerrito*	By: *[signature]*
Name: Bonnie M. Cerrito	Name: Ed Toner
Title: Sr. Vice President – Contracts and Financial Services	Title: Chief Information Officer
Date: 3/31/2016 | 18:55 CT	Date: 3.31-16

Master Managed Services Agreement
Number _____-MMSA

This MASTER MANAGED SERVICES AGREEMENT (this "**Agreement**") is made and entered into as of the _____day of _____ by and between _____ a _____ corporation, having its principal place of business at _____, on behalf of itself and its Affiliates defined herein ("**Customer**"), and **Sirius Computer Solutions, Inc.**, a Texas Corporation, having a place of business at 10100 Reunion Place, Suite 500, San Antonio, TX 78216, on behalf of itself and its Affiliates defined herein ("**Provider**").

1. General / Services. Customer hereby retains Provider to perform the managed services (the "**Services**") as described in a services work order (each, an "**SWO**"), to be executed by both parties from time-to-time, pursuant to this Agreement. Services may include services furnished to Customer or services furnished to a client of Customer and subcontracted to Provider; **provided, however,** that in the latter case the privity of contract shall be between Customer and Provider, and Customer shall be responsible for payment of all charges in connection with such Services. If any provision of this Agreement conflicts with a provision of a SWO, then the provision of the SWO shall prevail. Provider shall perform the Services in accordance with the terms and conditions of this Agreement and the SWO. Provider or any of its Affiliates may enter into an SWO with Customer or any of its Affiliates from time-to-time pursuant to an SWO entered into between such parties. Such SWOs shall incorporate the terms and conditions of this Agreement and shall automatically (without notice to or consent of Customer) become the obligation of Customer, the same as if Customer had entered into such SWOs itself, as well as the obligation of Customer's Affiliate (which obligation shall be joint and several). Customer hereby warrants that any SWO entered into by its Affiliate shall have been duly authorized by all necessary corporate action and constitutes a legally binding obligation of such Affiliate and Customer enforceable in accordance with its terms and conditions. The term **"Affiliate"** shall mean all entities affiliated through common ownership including, without limitation, its parent and related companies and subsidiaries.

2. Employees. All personnel assigned by Provider to perform the Services will be employees of Provider or Provider's Affiliate, or subcontractors of Provider, and Provider will pay all salaries and expenses of, and all federal, social security, federal and state unemployment taxes, and any other payroll or withholding taxes relating to such employees. Provider will be considered, for all purposes, an independent contractor, and it will not, directly or indirectly, act as an agent, servant, or employee of Customer, or make any commitments or incur any liabilities on behalf of Customer without Customer's prior written consent.

3. Payment / Taxes. In consideration of Provider's performance of the Services, Customer shall pay Provider the fees set forth in, and in accordance with, the respective SWO. Provider will invoice Customer each month or at the conclusion of the engagement, whichever occurs earlier. Customer shall pay each undisputed invoice within thirty (30) days following date of invoice. If full payment is not received within such thirty (30) day period, then Customer shall pay interest on said unpaid balance in an amount equal to the lower of 1.5% per month or the highest rate permitted by law. If so provided in an SWO, Customer shall reimburse Provider for out-of-pocket expenses that Provider incurs in performing the Services described therein. The fees quoted by Provider do not include any federal, state, or local property, license, privilege, sales, use, excise, gross receipts, value added, or other taxes that may now or hereafter be applicable to, measured by, or imposed upon, or with respect to, any transaction, any property (including without limitation its sale, its value, or its use), or any services related to this Agreement. Customer agrees to pay Provider for any such taxes that Provider, or Provider's subcontractors or suppliers, are required to pay, excluding any taxes relating to Provider's income. All tax refunds are subject to the relevant taxing jurisdictions' statute of limitations. Where a SWO lists more than one Customer site, Provider shall start invoicing for the Services that are recurring as each site is readied, but the term of the SWO shall not commence until the first day of the month immediately following the date the last site is readied for the Services.

4. Customer Responsibilities.

a. Before Provider begins performing the Services, Customer may be required to: (1) install and mount necessary hardware in racks and provide power and internet connection to equipment used in connection with the Services as listed in the SWO; (2) maintain power and, where required, a full-time, dedicated internet connection, allowing Provider to access such equipment and Customer's network for the purpose of monitoring and managing it; (3) allow Provider, or its authorized representative, reasonable and free access to Customer's network and facilities; (4) provide Provider administrator-level password access for such and any other equipment in the network, and (5) comply with all reasonable requests of Provider necessary for the performance of the Services hereunder. Customer shall, at its expense, perform all necessary checks and tests on the covered equipment. Customer shall not be required to furnish specialized equipment or know-how. Customer agrees to pay Provider, at Provider's then-current rates, plus any reasonable actual out-of-pocket expenses, for any rework or additional work resulting from modification of the Services requested by Customer (and accepted by Provider) or any act or omission of Customer, including providing inaccurate information to Provider. Provider shall seek Customer's approval in advance of incurring such costs if it knows costs will be incurred as a result of such act or omission of Customer. Customer is responsible for obtaining all approvals required by any third parties in order for Provider to perform any of the Services. Provider shall not be in default of this Agreement to the extent it cannot perform the Services either because such approvals have not been obtained or any third party otherwise prevents Provider from performing the Services.

b. Customer is responsible for the design, architecture, structure, hardware, software and other components of its networks and information systems with respect to which Provider is providing Services, including without limitation all application software and all data security and privacy. Provider's responsibilities are strictly limited to the provision in a professional and workmanlike manner of those Services specifically designated in one or more SWOs, consistent with the scope of service and performance standards set forth therein. Customer understands that Provider has no control over the Internet or other private or public telecommunication channels, and Provider is not responsible for any interruption or lack of availability of the Internet or any other private or public telecommunication channels.

c. Customer shall be solely responsible for providing all production support, adaptive maintenance, and software development for Customer's data and application systems. Customer shall provide, install, repair, and maintain, at its sole expense, all Customer provided hardware, software and personal property that may be needed for the Services. Additional or replacement Customer provided hardware, software, and personal property, including upgrades, will be added by Customer, at Customer's sole expense, as necessary to permit Provider to perform the Services in accordance with the performance standards set forth in the applicable SWO. In the event Customer upgrades or adds to the computing environment, or Customer's processing requirements, workload or utilization of the system require any such change, upgrade or supplement, the fees shall be equitably adjusted by Provider to reflect any additional fees and expenses relating to any such change, upgrade or supplement. Any changes will be agreed to by both parties and executed via a change order.

d. Customer shall: (i) provide a suitable environment for the operation of any Provider provided hardware, software, or personal property (collectively, "**the Solution**") at a Customer location and take all reasonable precautions to protect the Solution and provide physical support for Provider for the maintenance of the Solution; (ii) not alter the Solution; and (iii) pay for any repairs to or replacements of the Solution caused by Customer's misuse, negligence or violation of this Agreement. Customer shall be responsible for, agrees to procure insurance coverage on, and hereby assumes the entire risk and liability with respect to the Solution being lost, damaged, destroyed, and stolen as of the date such Solution arrives at the Customer's location. Such insurance coverage shall: (a) be issued by insurers with a "General Policyholders Rating" of at least A-, VIII, as set forth in "Best's Insurance Guide,"; (b) include coverage of personal property specifically insuring such Solution for its full replacement cost, without consideration for depreciation; (c) include broad form "All Risks" of physical damage coverage; (d) list Provider (and, upon written request, any Assignee, as defined hereunder) as loss payee under the personal property insurance policy; and (e) list Provider (and, upon written request, any Assignee) as an additional insured under a commercial general liability policy with limits no less than $1,000,000 per occurrence. Upon reasonable advance notice to Customer, Provider shall have reasonable access to Customer's facilities for the purpose of allowing a Provider representative to maintain the Solution; provided, that a representative of Customer may accompany Provider's representative and be present during the performance of any such maintenance. Upon the expiration or termination of this Agreement or an SWO, as applicable, and upon reasonable advance notice to Customer, Provider shall be permitted to enter Customer's facilities and remove any Solution.

e. Either Provider or Customer may initiate an upgrade or reconfiguration of system components, hardware or software, consistent with the terms and requirements of an SWO; provided that Provider shall not be responsible

for any failures or delays that are caused by any activity of Customer. Should Provider advise Customer that additional computing resources are needed and Customer determines that additional computing resources are not needed, Customer will not hold Provider responsible for any service level agreement ("**SLA**") or associated penalty resulting from a missed SLA that might directly or indirectly be the result of not adding additional resources to the computing environment, its financial penalty, or grounds for breach as defined herein. Customer shall provide all reasonable and necessary cooperation in the implementation of any upgrade or reconfiguration initiated by Provider. Customer shall be solely responsible for payment of any cost resulting from upgrades; the cost of the upgrade or reconfiguration shall be agreed upon prior to being implemented.

5. Exclusions. The Services do not include: (1) repair or replacement of any hardware or software (unless specifically stated in a SWO), electrical work, or repair of damage resulting from operator error, accident, vandalism, electrical or environmental issues, or maintenance provided by a party other than Provider or its authorized representatives; nor (2) support due to configuration changes made by Customer or any party other than Provider or its authorized representatives. Except as expressly stated in an SWO, Provider is not selling, licensing, or otherwise providing to Customer any software, hardware, third party maintenance or other products or property under this Agreement. Provider may use, in the provision of Services to Customer, one or more items of hardware, software, third party maintenance or other personal property, all of which shall be owned exclusively by, and remain under the exclusive control of, Provider, even if such hardware, software or other personal property is located on Customer premises or integrated with Customer or third party property during the term of this Agreement. Customer may not use any hardware, software, or personal property provided by Provider under this Agreement for any purpose other than the performance of Services under this Agreement.

6. Confidential Information. Each party acknowledges that certain information that it shall acquire from the other party is of a special and unique character and shall, provided such materials are clearly marked as such, constitute "**Confidential Information.**" Each party agrees: (a) to exercise the same degree of care and protection with respect to the other party's Confidential Information that it exercises with respect to its own Confidential Information, but in no event less than reasonable care; and (b) not to directly or indirectly disclose, copy, distribute, republish or allow any third party to have access to any Confidential Information of the other party. Notwithstanding the above: (a) Provider may disclose Customer's Confidential Information to Provider's Affiliates, employees, subcontractors and authorized representatives who have a need to know; (b) Customer may disclose Provider's Confidential Information to its employees, subcontractors and authorized representatives who have a need to know; (c) either party may disclose Confidential Information if so required by law (including court order or subpoena), provided that the owner of the Confidential Information may: (i) seek to have the appropriate court or governmental body seal the record that shall contain such Confidential Information; and (ii) assume responsibility for responding to and defending such requests for disclosure; and (d) Provider may use its knowledge management platform, currently Microsoft SharePoint, for the collaboration, communication, storage and exchange of Customer's Confidential Information only to the extent necessary to perform its responsibilities under the applicable SWO. Unless otherwise authorized, upon the earlier of termination of this Agreement or request of the disclosing party, the receiving party shall promptly destroy or return to the other party that other party's Confidential Information. In addition, neither party hereto shall be liable for the reproduction, disclosure or use of any Confidential Information if such information is: (a) publicly available or later becomes available other than through a breach of this Agreement; (b) known to Provider, Customer or their respective employees, agents or representatives prior to such disclosure or is independently developed by Provider, Customer or their respective employees, agents or representatives subsequent to such disclosure; or (c) subsequently lawfully obtained by Provider, Customer or their respective employees, agents or representatives from a third party without obligations of confidentiality. Notwithstanding anything contained herein to the contrary, neither party shall, without the prior written consent of the other party, disclose to a third party the terms of this Agreement or any SWO, including the nature of the Services to be performed by Provider and the fees charged for such Services. The parties shall, upon learning of: (a) any unauthorized disclosure or use of the other party's Confidential Information; or (b) any requirement that a party disclose the other party's Confidential Information by operation of law, regulation or other legal process, notify such party promptly and in writing, and cooperate fully with such other party to protect such party's Confidential Information.

7. Warranties. Provider warrants that the Services will be performed in a professional and workman-like manner. Provider does not warrant or guarantee in any form the results or achievements of the Service it provides except as otherwise specifically stated in an SWO. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, PROVIDER DISCLAIMS ALL WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND THE

STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF PROVIDER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES. ORAL STATEMENTS OR STATEMENTS CONTAINED IN GENERAL ADVERTISING PAMPHLETS OR OTHER PRINTED MATERIAL DO NOT CONSTITUTE WARRANTIES, AND CUSTOMER AGREES THAT IT IS NOT ENTERING INTO THIS AGREEMENT IN RELIANCE UPON ANY SUCH STATEMENTS.

8. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL PROVIDER BE LIABLE FOR LOSS, CORRUPTION OF, OR DAMAGE TO DATA.PROVIDER'S TOTAL LIABILITY TO CUSTOMER FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR CONNECTED WITH A SWO IS LIMITED TO THE AMOUNT PAID OR PAYABLE TO PROVIDER FOR THE SERVICES DURING THE SIX (6) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY, REGARDLESS OF THE FORM OF ACTION OR WHETHER SUCH ACTION IS BASED ON CONTRACT LAW, TORT LAW (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), OR OTHER LEGAL THEORY.

Customer acknowledges that there is no such thing as a totally secure, impenetrable network, and, further, that the Services are limited to providing a reasonable level of proactive protection and ongoing security monitoring and reporting. PROVIDER WILL IN NO WAY BE HELD RESPONSIBLE OR LIABLE FOR DAMAGES, MONETARY OR OTHERWISE, BY CUSTOMER, OR ANY OTHER AFFECTED PARTY, IN THE EVENT OF SECURITY BREACHES OR NETWORK SECURITY-RELATED OUTAGES, DAMAGES, OR LOSSES AND PROVIDER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES WITH REGARD TO THE PROVISION OF ANY SERVICES RELATING TO SYSTEMS OR DATA SECURITY OR PRIVACY.

Provider is not responsible and has no obligation to Customer or any third party under this Agreement for any claims based on any manufacture, use, sale, offer for sale, reproduction, distribution, derivation, display, performance, modification, or other activity with respect to any hardware, software or other personal property (whether tangible or intangible) obtained, owned, possessed, licensed, or used by Customer, including but not limited to any hardware, software, or other personal property of Customer or any third party with respect to which Provider provides Services under this Agreement, or which is relied on, used, or integrated into operations by Provider in the performance of Services. If a third party brings or threatens a claim against Provider based on any contention that any hardware, software or other personal property of Customer or any other third party infringes on or misappropriates that third party's patent, copyright, trade secret, trademark or other proprietary right, excluding any claims based on and solely to the extent of Provider's unauthorized use or misuse of such hardware, software or other personal property, Customer will indemnify and defend Provider and its officers, directors, employees, and representatives from and against that claim at Customer's expense and pay all costs, damages, and attorney fees incurred by Provider in connection with such claim, provided that Provider (i) promptly notifies Customer in writing of the claim; and (ii) allows Customer to control, with Provider's reasonable cooperation, the defense of such claim and any related settlement negotiations; provided further that any failure or delay by Provider in providing such notice shall not relieve Customer from its obligation to indemnify under this Agreement except to the extent such failure or delay actually and materially causes prejudice to Customer. Customer shall not settle any such claim in a manner that would result in an admission of liability or a payment obligation on the part of Provider without the prior express written permission of Provider.

9. Non-solicitation. During the term of this Agreement and for a period of one (1) year following termination hereof, each party hereby agrees that neither such party nor any of its Affiliates will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party and its Affiliates (or subcontractors or independent contractors) who are involved in the performance of Services under this Agreement, without obtaining the prior written consent of the other party. Notwithstanding the foregoing, solicitation of a party's current employees, subcontractors or independent contractors who are not involved in the performance of Services under this Agreement by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision. This provision will survive the expiration or termination of this Agreement.

10. Termination for Bankruptcy or Non-Payment. In the event that Customer fails to pay any amount when due after five (5) business days' written notice from Provider for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within thirty (30) days of the filing thereof, then Provider may terminate this Agreement and any SWOs hereunder effective immediately upon written notice to Customer.

11. Effect of Termination and Expiration.

a. Upon termination pursuant to this Section, all rights and obligations of the parties under the SWO will immediately terminate, except as otherwise set forth in this Agreement.
b. No termination under this Section will waive, release or otherwise affect any payment obligations incurred by either party in accordance with the terms of this Agreement prior to such termination, except insofar as such payment obligations are reduced by the terms of any applicable Service Level Agreement between the parties.
c. Upon termination of an SWO in accordance with this Section, Customer shall pay a termination fee for the remaining (terminated) period thereof. Termination fees are calculated for each remaining month of the SWO, and also includes any equipment costs and software services, rents and license fees for facilities, connectivity services, infrastructure and backup services, application hosting services, and any miscellaneous third party services which may apply to the terminated SWO. Specific fees may be stated in the SWO.
d. Upon any expiration or early termination of an SWO, Customer will return to Provider and relinquish all use of any equipment, software, IP addresses or address blocks and any other property assigned to Customer by Provider in connection with the Services.
e. Upon any expiration or early termination of this Agreement, Provider will work cooperatively with Customer, at the Customer's expense, to transfer Customer control over any domain names owned by Customer.

12. Dispute Resolution. With the exception of disputes involving breach of confidentiality, infringement of a party's intellectual property, or other types of potential irreparable harm for which injunctive relief through the courts is sought by either party, all disputes arising under the terms of this Agreement or the grounds for termination thereof shall be resolved as follows:

a. The senior management of both parties shall meet to attempt to resolve such dispute.
b. If senior management cannot resolve the dispute, either party may make a written demand for formal dispute resolution and specify therein the scope of the dispute.

For any action arising out of or relating to this Agreement, EACH PARTY WAIVES ALL RIGHTS TO A TRIAL BY JURY. Customer agrees to pay any of Provider's legal expenses incurred by Provider in the enforcement of defenses of this Agreement.

13. Notices. All notices required herein shall be given in writing and shall be delivered in person, by courier, or mailed with first class postage prepaid, to the address as indicated above. In regards to Provider, such notice shall be sent to the attention of its Contracts Department.

14. Entire Agreement / Governing Law. This Agreement, including each SWO executed hereunder shall constitute the entire agreement between the parties respecting the subject matter hereof and supersedes all prior proposals, agreements, negotiations, representations, writings and all other communications, whether written or oral, between the parties. This Agreement shall be governed, enforced, and construed in accordance with the laws of the State of Texas, as may be appropriate for subject matter jurisdiction. No cause of action may be asserted against either party that accrued more than 1 year prior to the time the facts giving rise to the cause of action are discovered or should have been discovered.

15. Assignment. Neither party may assign this Agreement or an SWO without the prior written consent of the other party except that either party may assign this Agreement to a successor entity due to a merger, consolidation, or sale of its stock or substantially all of its assets so long as the successor entity is no less creditworthy than the assignor. The changing party must notify the other party within a reasonable time prior to the change being effective of the successor's legal, financial, and operations contacts. Neither party shall unreasonably withhold consent should the other party desire to assign or delegate its rights and obligations under this Agreement or SWO to one or more of its Affiliates or to a successor entity as part of a merger, sale or consolidation involving transfer of all or substantially all of such party's stock or assets upon notice to the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding this Section

15, Provider may (a) assign this Agreement and any SWO, including rights to payments, to an Affiliate of Provider; and (b) assign any SWO and its rights thereunder without notice to an assignee ("**Assignee**"). Notwithstanding anything to the contrary in this Agreement, Customer agrees that the right of any Assignee to receive the fees or other amounts payable under the applicable SWO shall not be subject to any defense, counterclaim or offset. Customer shall abide by any such assignment and make payment as directed, and agrees to acknowledge such assignment to Assignee upon written request.

16. No Waiver of Performance. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement or SWO will not be construed as a waiver of any subsequent breach. No modification or waiver of any provision of this Agreement shall be effective unless made in writing signed by an authorized representative of the party whom enforcement is sought.

17. Electronic Signature. For the purpose of executing this Agreement and an SWO, the parties agree that .pdf signatures sent via email shall serve as original signatures; provided that, as soon as practicable thereafter, the parties shall cause the exchange of counter-signed originals.

18. Force Majeure. Each party shall be excused from performance under this Agreement and an SWO and shall have no liability to the other party for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by the other party or by an act of God, war, civil disturbance, court order, third party performance or nonperformance, strikes, work stoppages or other cause beyond its reasonable control, and such nonperformance shall not be a default under, or grounds for termination of, this Agreement. Notwithstanding the foregoing, if any of the foregoing circumstances prevent, hinder or delay performance of either party's obligations hereunder for more than thirty (30) calendar days, the party not prevented from performing may, at its option, terminate this Agreement and an SWO without liability or penalty as of a date specified by such party in a written notice of termination to the other party.

19. Proprietary Materials.
a. Each party is and shall remain the owner of all right, title and interest in and to such party's proprietary materials, and all copies thereof, and in and to all of the related trade secrets, copyrights, patents and all other proprietary rights. Neither party shall obtain any right or license in and to the other party's proprietary materials.
b. All materials or reports, expressed in a tangible medium, uniquely and specifically designed or developed by Provider for Customer under an SWO and identified on the applicable SWO as a "Deliverable" (the "**Deliverables**") shall be deemed to be "work made for hire" belonging exclusively to Customer. Provider agrees that all rights, title and interests of Customer in and to the Deliverables shall be and are assigned to Customer as its sole and exclusive property. To the extent that Provider utilizes any of its pre-existing intellectual property in connection with the performance of Services hereunder, such pre-existing intellectual property shall remain the property of Provider; provided, however, that to the extent Provider incorporates into the Deliverables any of its pre-existing intellectual property designed or developed by Provider (or a third-party), Provider hereby grants to Customer a non-exclusive, royalty free, fully paid, perpetual, irrevocable license, without right to sublicense, to utilize its pre-existing intellectual property for internal business purposes only.
c. Customer retains ownership of all licenses of software and all hardware deployed at Customer site that Customer has directly purchased. Provider retains ownership of all licenses of software and all hardware deployed at Customer site that is inherent in providing services under this Agreement.

20. Migration and Transfer Assistance.
a. In the event migration services are required in order for Provider to provide the Services under a particular SWO, Provider will plan and manage the migration of Customer's then current data processing capabilities to the target environment in accordance with the scope of the applicable SWO. Customer will pay for the migration services and any associated fees as detailed in the SWO. Customer shall cooperate with Provider in accomplishing all aspects of the migration, including the commitment of the resources necessary to complete the migration during and in defining the rules for and assisting in the performance of all aspects of the migration.
b. In the event that any SWO is terminated, regardless of the reason for such termination, or upon the expiration of any SWO, Provider will reasonably cooperate in good faith and at Customer's expense, with Customer to assist with the orderly transition of the Services provided by Provider under such SWO to another service provider or to Customer. At Customer's request, Provider shall, for up to one (1) month following expiration or termination of the SWO, provide available staff and resources to actively and reasonably assist Customer in the transition process, at an hourly fee (plus expenses) to be agreed upon by the parties.

21. Miscellaneous.

In the event that any SWO is determined to be a security agreement, Customer hereby (i) grants to Provider a security interest in the Solution subject thereto to secure the payment and performance of Customer's obligations thereunder; and (ii) authorizes Provider to cause the SWO, or any statement or other instrument relating to the SWO showing the interest of Customer in the Solution, including Uniform Commercial Code financing statements, to be filed or recorded and re-filed or re-recorded, and Customer grants Provider the right to execute Customer's name to any such statement or instrument. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such terms shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Section and Article headings are for reference purposes only and shall not affect the interpretation or meaning of this Agreement. Any obligations and duties that by their nature extend beyond the expiration or earlier termination of this Agreement shall survive expiration or termination of this Agreement and the completion of performance and termination of any Services.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed below by its duly authorized representative effective the day and year first above written.

_____   **SIRIUS COMPUTER SOLUTIONS, INC.**

Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title/Date Signed	Title/Date Signed

NOTICE OF ASSIGNMENT

Date: _____   Contract Number: _____

TO: (Contracting Officer)

This has reference to Contract Number (_____) and any amendments, modifications or purchase orders issued thereto (the "Contract"), entered into between the State of Nebraska, The Department of Administration Services ("User") and Sirius Computer Solutions, Inc. ("Contractor") for the provision of Hosted Voice Over Internet Protocol Telephony Service.

   Monies due or to become due under the Contract described above have been assigned by the Contractor to _____. ("Assignee") under the applicable provisions of the State of Nebraska.

A true copy of the Instrument of Assignment executed by the Contractor is attached to this original Notice.

Payments due, or to become due, under the Contract should be made payable to the Assignee, at the following address:

   (Assignee)

Please return to the undersigned two of the three enclosed copies of this Notice with the appropriate notations showing the date and hour of receipt, and signed by the person acknowledging receipt on behalf of the addressee.

VERY TRULY YOURS,

(Assignee).

BY:_____
   (signature)

NAME: _____

TITLE: _____

Contract Number

Contractor: Sirius Computer Solutions, Inc.

ACKNOWLEDGMENT

Receipt is acknowledged of the above Notice of Assignment dated _____, and a copy of the Instrument of Assignment. They were received at _____ (am) (pm), on _____.

_____
(signature)

_____
(Title)

PURCHASE AUTHORIZATION

Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule.

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and State of Nebraska. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of State of Nebraska or any party within State of Nebraska who is not privileged to receive such information.

Your contract number(s), currently on file, is/are as follows:

Agreement Type: Customer Agreement and Amendment 1

Agreement Number: 29875-CA

Customer acknowledges and agrees that the Passport Advantage ("PPA") Software Subscription and Support proposed hereunder may not be cancelled, returned, or refunded. This no-return policy applies whether the software subscription is new or a renewal.

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of State of Nebraska will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.

Customer acknowledges and agrees that the Passport Advantage ("PPA") Software Subscription and Support proposed hereunder may not be cancelled, returned, or refunded. This no-return policy applies whether the software subscription is new or a renewal.

The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider") and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

If the attached Statement of Work is not signed by State of Nebraska within thirty (30) days of the date of the SOW, this shall constitute a rejection by State of Nebraska of Sirius' offer for services. Customer shall not be entitled to any refunds of the price paid hereunder in the event the Customer rejects Sirius' offer for the proposed services.

Accepted by:
State of Nebraska

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title of Authorized Representative

_____
Date Signed
Ship to address:

_____

_____

_____

_____

Approved by:
Sirius Computer Solutions, Inc.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title of Authorized Representative

_____
Date Signed
Bill to address:

_____

_____

_____

_____

APPENDIX A – ADDITIONAL INFORMATION – ATTACHMENT A REQUIREMENTS

Attachment A Requirements SNR 15

Describe the levels of security included with the bidder's proposed solution (IP network security, toll fraud, etc.).

Sirius response: As a general comment, UC security is fundamentally IP security. UC traffic is IP based; therefore, your IP security stance will dictate the base security of your UC traffic. To improve this stance, Sirius will recommend the State's networking team place all UC traffic is a dedicated voice VLAN (and/or VRF). The State may wish to separate Voice VLANs with firewalls.

Per RFP requirements, Sirius will implement the Cisco "Secure Voice" architecture to provide true encryption and authentication of all call signaling and media streams within the environments. Please note; Cisco Secure Voice is not just a clear RTP stream delivered over an "encrypted" tunnel – this is application level authentication and encryption for the voice traffic.

- Transport Layer Security (TLS) will secure SIP and SCCP signaling. Session Initiation Protocol-Transport Layer Security (SIP-TLS) and SCCP leverage TLS to establish an encrypted channel. The encrypted channel's purpose is to exchange call signaling messages and establish secure voice (SRTP) streams. This includes the initial handshake, alert, and change cipher sub-protocols. The record protocol provides data encryption and integrity.
- Secure Real-Time Transport Protocol (SRTP) authenticates and encrypts the media stream (voice packets) to ensure that the voice conversations, which originate or terminate on supported endpoints, are protected from eavesdroppers who may have gained access to the voice domain. Moreover, SRTP includes protection against replay attacks.

The primary defense against malware in the Cisco UC environment is the small-size of the potential attack footprint. Behind the scenes, the Cisco UC applications run on highly specialized linux kernals with all unnecessary services removed. These are not large-scale server operating systems with multiple file / print / network / control services running. These applications have the bare-bones OS needed to run that application and that application only.

Further, the only communications in or out of the servers to other UC equipment is command / control related to voice protocols. They simply are not visible to much of the world – except by phone.

Cisco has the ability to require end users to enter login credentials for virtually every application. It is rare for Sirius to encounter customers that will do that – but that level of granularity is there if needed.

Cisco has encrypted administrator logins for each major application. As a managed service, these accounts will be assigned to Sirius' managed services operators.

Attachment A Requirements MPISR-1

The Contractor must provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven days a week. A report of trouble clearance should be furnished to the State employee who reported the trouble within one hour of trouble clearance. A copy of the written trouble ticket should be provided to the State, when requested. If correction has not occurred within 8 hours, a report should be provided showing the plan to correct the problem inclusive of a projected correction time. The centralized Trouble Reporting Center must provide notification to the State immediately after any occurrence of a service affecting network failure condition when the State has not previously reported such failure.

Bidder must provide a flow chart along with other available contractor documentation describing the trouble reporting and the contractor's problem escalation support model.

Sirius response: Sirius Managed Service Process Manual for trouble reporting and escalation.

Sirius Managed
Services Process Man

Attachment A Requirements MPISR-3

The bidder must provide Service Level Agreements (SLA) that are applicable to the service being proposed.

Sirius response: Sample Service Level Agreement provided below.

Sample SLAs.docx

Attachment A Requirements MPISR-4

The bidder must provide a plan of redundancy and business recovery. A copy of the plan must be included in the bidder's response. The plan must include back-up and alternative facilities/resources, plans, procedures, conditions, authorizations, response and recovery times, statistical history including MTTR, and other information needed to assess and ensure the bidder's capability to recover with a minimum of service disruption or degradation. In the event a major outage occurs, response and recovery must begin immediately. The Contractor must restore service as soon as possible.

Sirius response: If awarded, Sirius will include Performance Standards in the Managed Services contracts that will address Severity Level 1 situations — which would categorically include disaster recovery events. Such SLA's and SLG's will ensure that Priority/ Severity Level-1 Incidents/Problems impacting Customer are managed and resolved in the following set timeframes:

- Time to Respond SLA: Within 1 hour of Sirius becoming aware of the problem, Sirius will have a resource assigned to work the problem.
- Resolution/Circumvention Time Expectation: SLG – 100% resolved/circumvented within six (6) hours.
  - Exceptions: Resolution time expectations associated with the incident/problem resolution that requires non-Sirius resources to resolve the incident/problem will not be considered part of this measurement.
- Post Mortem SLG: Sirius will present a post mortem of all Priority/Severity 1 within 5 (five) business days after the incident has been resolved, unless otherwise agreed to by customer.

To help avoid disasters, all the UC applications, host servers, and PSTN gateways Sirius proposed are used a high-availability design. For a Cisco IP telephone to place / the UC applications, host servers, and PSTN gateways Sirius proposed are used a high-availability design. For a Cisco IP telephone to place / receive a call it must be able to communicate with a call processing engine and share a real-time media stream with the other party(ies). Sirius provides resiliency in this design by providing [4] high-availability Cisco UCM servers acting as the call processing engines and [2] gateway routers for PSTN ingress / egress. This design also leverages the geographic diversity of the States two existing data centers in Lincoln and Omaha. To provide even higher levels of resiliency, Customer could utilize even more clusters, servers, routers, network links, and PSTN carriers.

ATTACHMENT I

SLA – Performance Standards

The following Performance Standards apply to the attached Managed Services SOW ("Managed Operations" and "Managed Administration") and whose penalties will be assessed in the event of a Performance Standards violation. The maximum Performance Standard penalty for a given month is ten (10) percent of one (1) months' fee and violations for different Performance Standards are not cumulatively penalized.

Service Area	Incident/Problem Management – Priority/Severity Level-1
Service Level Description	Ensure Priority/ Severity Level-1 Incidents/Problems impacting Customer are managed and resolved in the timeframe defined within this SLA.
Service Category	Incident/Problem Resolution Process
Target KPIs	Time to Respond SLA: Within 1 hour of Sirius becoming aware of the problem, Sirius will have a resource assigned to work the problem. Resolution/Circumvention Time Expectation: SLG – 100% resolved/circumvented within six (6) hours. Post Mortem SLG: Sirius will present a post mortem of all Priority/Severity 1 within 5 (five) business days after the incident has been resolved, unless otherwise agreed to by customer. Exceptions: Resolution time expectations associated with the incident/problem resolution that requires non-Sirius resources to resolve the incident/problem will not be considered part of this measurement.
Calculation	(#Priority/ Severity-1 Problems Logged) minus (-) (#Priority /Severity-1 Problems Exceeded) divided by (÷) (#Priority/Severity-1 Problems Logged)
Trigger	If problem is discovered by Customer first, the point in time the problem is reported to the Sirius Help Desk will be considered the trigger point. If problem is discovered by Sirius first, the issuance of a Sirius problem ticket by the Sirius Help Desk will be considered the trigger point.
Transition Period	90 Days after Services Start Date
Measurement Interval	Monthly
Service Level Weight	3% of Base Monthly Service Fee

Service Area	Incident/Problem Management – Priority/Severity Level-2
Service Level Description	Ensure Priority/Severity Level-2 Incidents/Problems impacting Customer are managed and resolved in the timeframe defined within this SLA.
Service Category	Incident/Problem Resolution Process
Target KPIs	Time to Respond SLA: Within 1 hour of Sirius becoming aware of the problem, Sirius will have assigned resources to work the problem. Resolution/Circumvention Time Expectation: SLG – 100% resolved/circumvented within 4 Business Days Exceptions: Resolution time expectations associated with the incident/problem resolution that requires non-Sirius resources to resolve the incident/problem will not be considered part of this measurement.
Calculation	(#Priority/Severity-2 Problems Logged) minus (-) (#Priority/Severity-2 Problems Exceeded) divided by (÷) (#Priority/Severity-2 Problems Logged)
Trigger	If problem is discovered by Customer first, the point in time the problem is reported to the Sirius Help Desk will be considered the trigger point. If problem is discovered by Sirius first, the issuance of a Sirius problem ticket by the Sirius Help Desk will be considered the trigger point.
Transition Period	90 Days after Services Start Date
Measurement Interval	Monthly
Service Level Weight	3% of Base Monthly Service Fee

Service Area	Incident/Problem Management – Priority/Severity Level-3
Service Level Description	Ensure Priority/Severity Level-3 Incidents/Problems impacting Customer are managed and resolved in the timeframe defined within this SLA.
Service Category	Incident/Problem Resolution Process
Target KPIs	Time to Respond SLA: Within 1 hour of Sirius becoming aware of the problem, Sirius will have assigned resources to work the problem. Resolution/Circumvention Time Expectation: SLG – 90% resolved/circumvented within 14 Business Days Exceptions: Resolution time expectations associated with the incident/problem resolution that requires non-Sirius resources to resolve the incident/problem will not be considered part of this measurement.
Calculation	(#Priority/Severity-3 Problems Logged) minus (-) (#Priority/Severity-3 Problems Exceeded) divided by (÷) (#Priority/Severity-3 Problems Logged)

Trigger	If problem is discovered by Customer first, the point in time the problem is reported to the Sirius Help Desk will be considered the trigger point. If problem is discovered by Sirius first, the issuance of a Sirius problem ticket by the Sirius Help Desk will be considered the trigger point.
Transition Period	90 Days after Services Start Date
Measurement Interval	Monthly
Service Level Weight	2% of Base Monthly Service Fee

Service Area	Change Management
Service Level Description	Track successful completion of mutually agreed upon changes requested by the customer. Customer will request changes from Sirius thru the web portal provided by Sirius. Customer may request work from Sirius in the form of email or phone call with confirmation from Sirius to follow thereafter.
Service Category	Change Management Completion Success
Target	Sirius will monitor each completed change for success or failure. Sirius will report on all changes monthly to the customer, but the SLA penalties are based upon a minimum of 10 changes per month. SLA: 90% of all Changes will be successful and completed on the mutually agreed upon date. Exceptions: Only changes classified as Normal (not Expedite or Emergency) shall be used to calculate monthly performance against this measurement. Change resolution time that requires non-Sirius personnel to complete the change is not considered part of this measurement..
Calculation	(#Changes Successful and on Time) divided by (÷) (#Changes Logged)
Trigger	N/A
Transition Period	90 Days after Services Start Date
Measurement Interval	Monthly
Service Level Weight	2% of Base Monthly Service Fee

Service Area	Customer Request Orders
Service Level Description	Ensure Customer Requests are completed by mutually agreed upon due date for that particular request. Customer will request work from Sirius thru the web portal provided by Sirius. Customer may request work from Sirius in the form of email or phone call with confirmation from Sirius to follow thereafter. Sirius requires two (2) business days for each request to be considered subject to this measurement.
Service Category	Work Request Resolution

Target	Sirius will monitor each mutually agreed upon due date and the resulting completion date to determine the measurement. Sirius will report on all requests monthly to the customer, but the SLA penalties are based upon a minimum of 10 requests per month. SLA: 90% of all Work Orders resolved by mutually agreed upon date. Exceptions: Work order resolution time that requires non-Sirius personnel to complete the work order is not considered part of this measurement..
Calculation	(#Work Orders Resolved on Time) divided by (÷) (#Work Orders Logged)
Trigger	Upon agreement of a work request ticket by Sirius.
Transition Period	90 Days after Services Start Date
Measurement Interval	Monthly
Service Level Weight	3% of Base Monthly Service Fee

Impact Level	Incident Impact
1 HIGH	**Emergency or Critical condition requiring immediate attention and resolution** • A major impact to multiple components in the computing environment. • A mission critical component is down. • Significant and immediate business impact. • A Service Level Agreement (SLA) is being missed. • A key business condition documented or identified by the Customer is impacted. Incident resolution will be initiated immediately and attention to the resolution of these incidents will be sustained around the clock until a temporary work around is in place or a permanent solution is implemented.
2 MEDIUM	**Medium impact to Customer** • Single critical business function is impacted (a workaround may be in place). • Service or performance is degraded for multiple end users. • A key component is severely degraded or in danger of failing. • A key business condition documented or identified by the Customer is degraded or in danger of being missed. Incident resolution will be initiated immediately and attention to the resolution of these incidents will be sustained as deemed appropriate based on mutual agreement between Sirius and Customer until a temporary work around is in place or a permanent solution is implemented.

| 3
LOW | **Low impact to Customer**
• Minor service components are down or failing.
• Batch processing has received failures (but critical batch processing can continue).
• Service or performance is degraded for a single user.
• Alternative method is being used with no business impact or service degradation. |

- Cisco Unified Communications Manager is an active / active stateful failover architecture. The server designated as the publisher holds primary responsibility for the state table. Up to 4 subscriber servers per cluster can access / update the state table and take over in the event of a lost connection with the publisher. They will fail-back and re-synchronize when the lost server comes back online. Because the real-time media stream does not flow through the call control servers, losing a server does not impact any calls currently in progress.
- Cisco Unity Connection (voicemail) operates in a hot/warm model. In the event of a CUC server failure, CUC would provide a next call failover expectation.
- Cisco UC applications allow a maximum one-way delay of 40ms between HA pairs. Thus, customers can separate the application servers as long as it is within this delay allowance.
- Cisco allows a maximum one-way delay of 150ms between application servers, gateway routers, and endpoints.

All of the Cisco UC applications provide their own mechanisms for detecting and responding to a lost connection to an HA counter-part. They do not depend on virtualization tools such as VMWare VMotion. That said, the Cisco UC applications are all VMs. And many administrators appreciate that they are able to use virtualization utilities like VMotion as part of their backup / maintenance / resilience strategy.

Cisco UC provides system backups through a utility that records the essential elements of the applications configuration in a file. That file is then uploaded to a location that the customer can grab with their normal file backup solution.

Cisco UC remains operational though Updates and Upgrades through a combination of VMWare virtualization tools, application level active / non-active partitions, and multiple physical hosts. From a very high level, with an HA pair of UC applications, customer could gracefully move all traffic onto one server, upgrade the now dormant server, place the dormant server back into production, migrate traffic from the old version to the upgrade version, take the old version out of service, update it, place it back in service, and rebalance the traffic.

As the State has agree to be responsible for the transport network, the Sirius cannot directly control the following elements, but would like the State to be aware of:

- The switch the phone is connected to is frequently a single-point of failure. The failure domain here is generally 24-48 users. Spare switches and fast response time maintenance contracts are the best defense again switch failures. For areas with critical voice users, it may make sense to over provision available switch ports so that critical phone users could be moved into available ports on another switch in the event of an outage.
- Adequate backup power to access closets for PoE, is another area Sirius would encourage the State to validate.
- Generally, distribution / core / data center components are well protected and highly resilient – if not completely redundant. The area that sometimes gets over looked in the data center is the telephony service provider(s):
  - While it may be hard to image a carrier like AT&T or Century Link as a single point of failure, there are documented cases of carriers having issues that impact all of their customers. Sirius recommends at least two carriers.
  - And while a customer may have two or more carriers, the other factor is the local cable plant. If the same LEC is providing the last mile for each carrier behind the scenes, and/or the cable paths through the same carrier hotel these potentially present another single-point-of-failure. Sirius recommends using at least two different carriers with services in at least two different geographies.

Cisco UC solutions utilize both quality of service (QoS) and call admission control (CAC) techniques to work with the network to prioritize real-time media streams and minimize the jitter and latency that could impact call quality. Cisco also provides DSP resources in their IP phones, that will encode audio directly at the source, as well as a downstream switch port in their IP phones that will allow the phone to auto-tag all traffic coming from the connected PC with a lower priority QoS. This allows the quality to start at the highest possible level and to provide a true end-to-end QoS experience. Please note; Voice quality does have a dependency on the underlying transport network. No QoS / CAC technique made can overcome a poorly designed or over-saturated network, but QoS / CAC can ensure help the best possible experience that network is capable of providing.

The Cisco UCM application maintains bi-directional communication with the available PSTN gateways.

- For outbound calling: when a gateway cannot complete a call to an intended destination, the UCM application will work through the available dial plan / calling restrictions to see if there is an alternate path to reach the intended destination. For example, imagine an environment with two sites, A & B, and a gateway router at each site. Both routers have PSTN connectivity. Both routers are connected via a WAN. Under normal operating conditions, the system is configured for users at site A to place their calls through router A, and likewise, users at site B use router B. If router A loses its PSTN connection, the system can be configured such that calls will automatically flow over the WAN and out router B.
- For inbound calling: failover requires assistance from the exchange carrier. If the inbound number is statically configured to a single ingress interface, then the carrier must also detect the failure and execute commands on their side to direct those calls to an alternate destination / circuit. Fortunately, with modern SIP networks, this is generally automated. On the Customer / Cisco side of inbound call failover – we must configure the dial plan with instruction on how to treat calls to those numbers should they start arriving on a given circuit. In the two-site example above, if calls for site A are redirected to router B, router B should be pre-configured to know to send those calls back over the WAN to site A.

Depending on the control protocols used these 'instructions' (the dial plan) may be housed on the servers, on the routers, or on both.

To illustrate the most common scenarios that would necessitate failover within or between the State's two data centers in Lincoln and Omaha, please consider the following outages and the behavior of the Cisco UC infrastructure to work around these issues.

Server or Application Failure
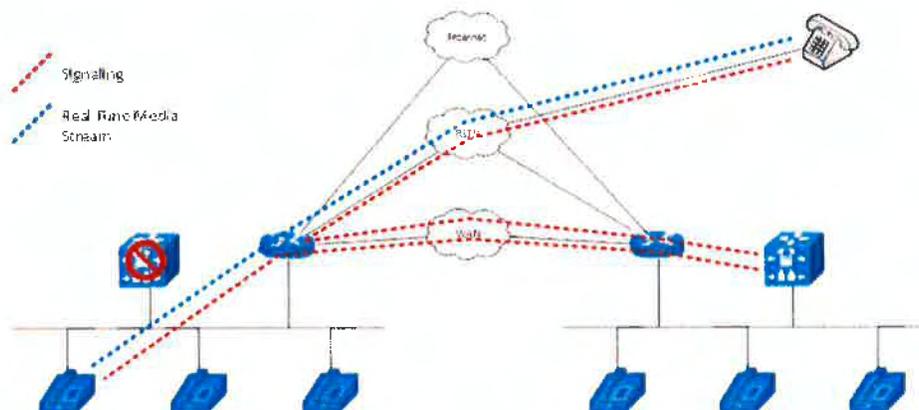
Requirements MPISR-4, 1.1 Figure, Server or Application Failure

WAN or Upstream Router Failure
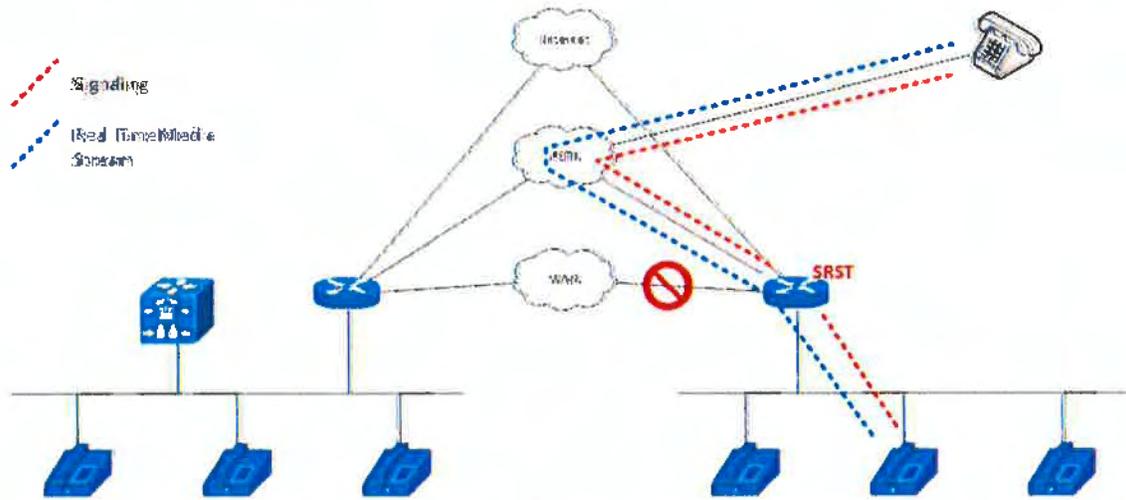
Requirements MPISR-4, 1.2 Figure, WAN or Upstream Router Failure

PSTN Failure
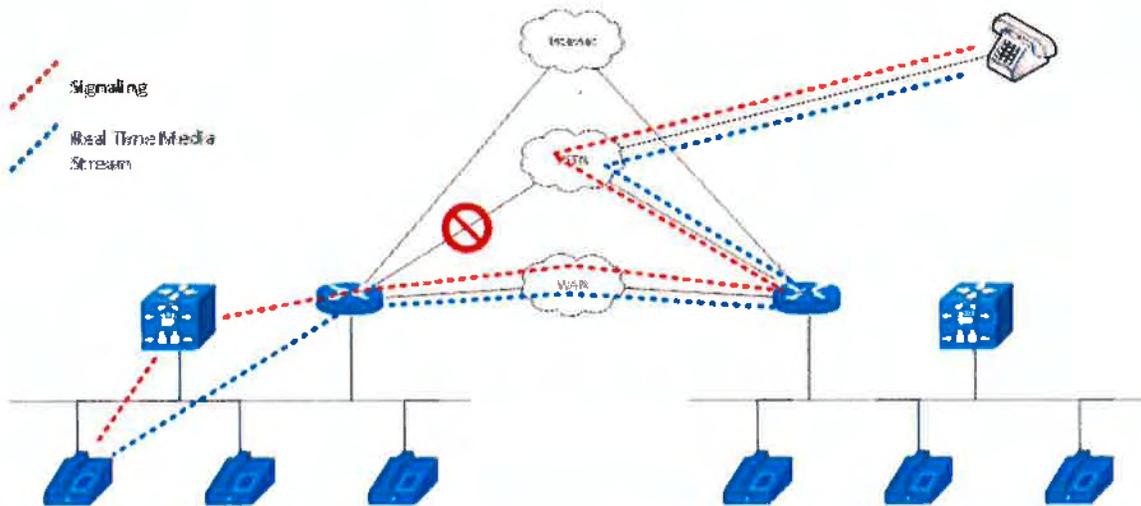
Requirements MPISR-4, 1.3 Figure, PSTN Failure

The Sirius proposal includes an implementation of Cisco Mobile and Remote Access (MRA). Sirius proposed MRA primarily as a means to connect hardware phones in locations that do not have direct access to the State's WAN. However, please be aware that use case for MRA could be in a disaster recovery scenario, as the State could literally relocate hardware phones (and even provision "soft phones") that could access the UC service from virtually anywhere they can get an Internet connection -- as follows:

For internal calls:

Requirements MPISR-4, 1.4 Figure, For internal calls

For external calls:

Requirements MPISR-4, 1.5 Figure, For external calls

Attachment A, Billing Requirements, MBR-1-10

Sirius response: Provided below, sample invoice. Also provided in our response package, a sample invoice on CD.

AS Accounting_State
of Nebraska_Sample I

Attachment A, Business Requirements, BUR 9

Bidder must submit a Change Management Plan with their bid response detailing the Change Management process and approach along with a visual aid of the overall process and approach when a change that is within scope needs to be made. Bidder must document change requests that are within scope utilizing a format and process approved by the State.

CHANGE MANAGEMENT

A project will be required to react and incorporate changes that may affect the project's scope, budget and/or schedule. To understand and manage the impact of changes, the project will implement a change management process. Anyone related to the project may submit a Change Request Form to initiate the change management process. No changes will be acted on unless both parties agree to and sign-off on the Change Request. The Sirius Project Manager will have the overall responsibility to manage the Change Control Process.

The following chart illustrates the Steps in processing a Change Request.

Requirements BUR 9, 1.1 Figure, Change Control Process

Change Control Process

Role	Responsibilities
Project Manager	Logs the change request in the Change Management Log.
	Reviews change request with the project team, prioritizes it and assigns an owner to conduct an impact analysis
	Reviews change request and impact analysis with project stakeholder
	If change request is approved, adjusts project plan.
	If the change request is not approved, notifies the requestor about the decision
	If the change request is deferred, suspends the change request, and reviews it again with the project stakeholder after a certain period of time
	Closes change request

INVOICE

SIRIUS

Invoice:	IN 123456
Customer PO:	
Invoice Date:	03/01/21
Due Date:	**04/15/21**
Customer No:	1000
Terms:	Net 45 Days

Bill To:
AS ACCOUNTING
1526 K ST, SUITE 240
LINCOLN   NE 68508

Ship To:
STATE OF NEBRASKA
ATTN: NANCY TORANT
1526 K ST, SUITE 240
LINCOLN   NE 68508

Order No: 123456
Account Executive: Ken Williams

Oppty ID: 20180327-1234

Item Number	Description	Qty	Price	Extended Price
	BASIC USER RATE: $19.95	2457	19.95	49,017.15
	STANDARD USER RATE: $20.95	1682	20.95	35,237.90
	PREMIUM USER RATE: $22.95	717	22.95	16,455.15
	VOICEMAIL ANNOUNCEMENT ONLY RATE: $2.50	2399	2.50	6,142.50
	VOICEMAIL EXTENDED CAPACITY RATE: $2.50	2399	2.50	5,997.50
	ANALOG LINE RATE : $26.25	74	26.25	1,942.50

* - taxable
no symbol - non-taxable
- solution may contain taxable and non-taxable items

Taxable	$	114,792.70	
Non-Taxable	$	0.00	

Subtotal $		114,792.70
Shipping and Handling $		0.00
Tax $		0.00
Amount Due $		114,792.70

Project Team	Reviews change request with Project Manager and determines prioritization Conducts impact analysis with Change Request Owner Implements the requested change, if the request has been approved
Change Request Owner	Responsible for conducting an impact analysis Responsible for ensuring that the change is implemented, if the request has been approved May be a different person between the impact analysis and the implementation of the change
Project Stakeholder	Approves the change request

State of NE Change
Request..docx

Attachment A, Project Planning and Management, PPMR 1

Bidder must describe in their proposal each of the steps they will take during discovery, network assessment, individual site assessment, and install. Bidder must provide a draft Project Management Plan (PMP) and upon contract execution, the Contractor must deliver a detailed PMP describing how the project will be managed. The OCIO will review the Contractor's PMP, including all subsidiary plans and components described below, within ten (10) business days of receipt. The Contractor will make any changes requested by OCIO within five (5) business days of receipt of the OCIO feedback. The PMP must include the proposed team(s), team composition, roles of team members, and the proposed project schedule and timelines. The PMP must include a preliminary schedule that describes the total number of anticipated development and implementation cycles, and the deliverables that are expected to be completed in each.

Sirius response: See attached Project Management Plan attached below.

State of NE -- Project
Management Plan_Sir

SIRIUS

SIRIUS COMPUTER SOLUTIONS, INC.
MASTER MANAGED SERVICES AGREEMENT _____ -MMSA
SWO #
for
MANAGED SERVICES:

Customer Name: [CUSTOMER NAME]

This Services Work Order (SWO) is entered into pursuant to, and as a part of, the Master Managed Services Agreement ("Agreement") between Sirius Computer Solutions, Inc. ("Sirius") and [CUSTOMER NAME] ("Customer"). In the event of a conflict between the terms of this SWO and the Agreement, the terms of this SWO shall control.

1. **Term: XX months**

   Services Start Date: Actual monthly fees, for the Term of XX continuous months, shall commence once the transition or migration is completed and Sirius is ready to start operation and administration of Customer's managed environment. This date will be communicated and agreed upon via a Change Request.

   Finish Date: The Finish Date occurs XX months after the Services Start Date. It will be documented in the Change Request.

   Sixty (60) days prior to the end of the Term, the parties will begin to develop terms for the renewal of this SWO. Unless either party provides written notice of its intent not to renew this SWO to the other party within such sixty (60) day period, this SWO will automatically extend for a period of thirty (30) days after the Finish Date at the current Base Monthly Service Fee, while the renewal discussions are being finalized. If no agreement is reached during this thirty (30) day period, this SWO and all associated services will automatically terminate.

2. **Scope of Services**

   (a) **Attachments**. One or more Attachments may be attached hereto, defining hardware, software, or personal property to be provided by one or the other of the parties, telecommunications requirements, locations served, or other technical requirements, commitments or obligations of the parties. All Attachments are incorporated herein by this reference.

   (b) **Additional Services**. Any service not specifically described in this SWO is considered outside the scope of this SWO unless specifically added by agreement of the parties. Additional services must be approved in writing by Customer and Sirius prior to implementation or execution.

   (c) **Included Services**. The services specified in the matrix below will be provided by Sirius to the Customer on a 24 by 7 by 365 basis unless otherwise specified.

Responsibility Matrix

Service Management Services

Account Management

Responsibility Description	Customer	Sirius
Any Meeting		
Report in a timely and accurate manner on progress toward resolution of Sirius action items		✓
Report in a timely and accurate manner on progress toward resolution of Customer action items	✓	
Pursue continuation meetings as necessary to progress toward resolution of action items		✓
Status Reporting		
Conduct regularly scheduled status meetings as agreed upon by both parties		✓
Implement service level objectives and performance reports		✓
Prepare monthly service level/performance reports		✓
Provide analysis of monthly reports and service level achievement/performance		✓
Provide feedback regarding analysis/results of monthly reports and historical trends	✓	
Determine reason(s) for failing to meet defined SLAs and present to Customer		✓
Provide feedback regarding any failure(s) to meet defined SLAs as presented by Sirius	✓	
Determine appropriate measures/compensation actions that are a result of a failure to meet defined SLAs		✓
Provide feedback regarding measures/compensation actions that are a result of a failure to meet defined SLAs as presented by Sirius	✓	
Provide appropriate reporting required for supporting SLAs		✓
Determine reason(s) for failing to meet defined SLAs and present to Customer		✓
Provide feedback regarding any failure(s) to meet defined SLAs as presented by Sirius	✓	
Conduct executive review meeting based upon mutually agreed upon timeframe and schedule		✓
Implement Sirius action items agreed upon and resulting from Customer support meeting		✓
Implement Customer action items agreed upon and resulting from Customer support meeting	✓	
Contract Management		
Ensure performance of Sirius' obligations		✓
Ensure performance of Customer's obligations	✓	
Oversee performance of Sirius' obligations	✓	
Provide constructive feedback regarding performance of Sirius' obligations	✓	
Take appropriate measures to continually meet Customer's expectations regarding Customer's constructive feedback		✓
Maintain documentation and procedures regarding all services provided to Customer		✓
Approve documentation and procedures relative to Customer services	✓	
Document modifications to contract and provide to Customer for approval and signature		✓

Responsibility Description	Customer	Sirius
Provide Customer signature regarding documented modifications to contract	✓	
In Scope Projects and Activities		
Surface Customer initiated incidents, projects or requests for change following agreed upon processes	✓	
Surface Sirius initiated projects or requests for change following agreed upon processes		✓
Identify tasks required to complete projects and activities		✓
Provide input toward identifying tasks required to complete projects and activities	✓	
Approve list of identified tasks required to complete projects and activities	✓	
Estimate Customer resources required to complete projects and activities	✓	
Estimate Sirius resources required to complete projects and activities		✓
Create and execute implementation plans in accordance with agreed upon processes		✓
Review and approve Sirius' implementation plans	✓	
Record and report status and/or results of initiative's activities		✓
Out of Scope Project and Activities		
Initiate project or activity process with a written description of the Customer request	✓	
Identify tasks to the level of major milestones and deliverables required to complete projects or activity		✓
Provide input toward identifying tasks required to complete project or activity	✓	
Approve list of identified tasks required to complete project or activity	✓	
Estimate Customer resources required to complete project or activity	✓	
Estimate Sirius resources required to complete project or activity		✓
Review Sirius' plans and cost quote	✓	
Provide verbal approval of scope regarding work modifications	✓	
Document project or activity via creating a change order to be signed/executed by Customer in accordance with agreed upon processes		✓
Provide Customer signature regarding documented change order and corresponding cost	✓	
Create and execute implementation plans in accordance with agreed upon processes		✓
Record and report results and/or status of initiative's activities		✓
Transition		
Initiation		
Assign an Executive Sponsor and a Project Coordinator	✓	
Provide a list of hostnames and IP addresses for the hardware platforms requiring technical support	✓	
Provide Sirius with administrative user credentials for the hardware platforms requiring technical support	✓	
Create and maintain Transition Project Schedule		✓
Network Connectivity		
Complete and return the VPN Worksheet	✓	
Assign vendors or internal resources to assist Sirius with VPN network configuration	✓	
Schedule VPN Planning & Configuration Meeting		✓
Discovery / Knowledge Transfer		

Responsibility Description	Customer	Sirius
Provide system documentation, operational procedures, runbooks, batch job process flows, batch job restart procedures, system tape backup procedures, escalation and callout processes and network topology drawings	✓	
Schedule discovery sessions with transition project stakeholders		✓
Monitoring Setup		
Provide the customer with the system requirements to provision a VM for CA/UIM		✓
Provision Virtual Machine (VM) for CA/UIM and creates admin credentials to Sirius monitoring tool	✓	
Verify VM and CA/UIM is accessible across the VPN Tunnel		✓
Install CA/UIM monitoring software on customer provided VM		✓
Deploy CA/UIM Probes and Robots on contractually agreed to devices		✓
Review the CA/UIM alerts and adjust thresholds to eliminate false positive alerts.		✓
Execution		
Create ServiceNow user accounts for the customer		✓
Train customer on the use of the ServiceNow incident management tool		✓
Review the Sirius Managed Services Change Management Process		✓
Create an Escalation & Callout document for the supported hardware platforms		✓
Schedule weekly transition status meeting with stakeholders		✓
Add the Configuration Items to ServiceNow		✓
Provide the customer with the Sirius Escalation documentation		✓
Approve the Managed Services "Go Live" date identified in the transition project schedule	✓	
Closure		
Perform post-transition review process		✓
Provide input and feedback regarding post-transition review process	✓	
Relationship Management		
Provide oversight regarding account activities		✓
Initiate and host status/Customer support meetings at a mutually agreed upon timeframe		✓
Assign Customer resource(s) that will review and provide approval for all Customer related changes	✓	
Work with Customer to review and obtain approval for all Customer related changes		✓
Provide approval for all Customer related changes	✓	
Provide the day-to-day communication between Customer and Sirius		✓
Provide critical input and communication to allow activities to be completed within a timely manner between Customer and Sirius	✓	
Provide and maintain a single point of contact for escalating all reporting items, incident tickets and change activities		✓
Address any billing related issues or concerns of Customer		✓

Service Desk

Responsibility Description	Customer	Sirius
Log all calls via an incident ticketing system, assign severity and monitor progress of incident support requests		✓

Responsibility Description	Customer	Sirius
Escalate incidents to the appropriate technical resource for resolution or route incident ticket to appropriate service provider or on-call Customer analyst		✓
Establish and enforce security standards and guidelines	✓	
Follow Customer publicized security standards and guidelines while addressing incident support requests		✓
Administer Customer login IDs and reset passwords for data access	✓	
Administer Sirius login IDs and reset passwords for data access if authorized.		✓
Maintain call-out procedures for Customer	✓	
Maintain call-out procedures for Sirius		✓
Adhere to established Call-Out procedures		✓
Record incident management tickets in Sirius ITSM solution for all reported incidents		✓

Change Management

Responsibility Description	Customer	Sirius
Change Management		
Utilize Change Management processes as defined by Sirius Process Manual		✓
Receive, monitor and report change control requests		✓
Conduct Sirius internal change control meetings to ensure integrity and quality		✓
Conduct periodic status meetings where Customer is in attendance within which change control activities and associated outage windows are reviewed		✓
Participate within periodic Account Management status meetings and review impending change control activity	✓	
Conduct walk through review of all proposed change control activities		✓
Approve, prioritize and schedule Sirius' change control requests	✓	
Conduct post-implementation review meetings as necessary		✓
Provide input and feedback as a result of participating within post-implementation review meeting	✓	
Implement recommendations resulting from post-implementation review meetings		✓
Implement measures as agreed upon that require Customer engagement resulting from post-implementation review meetings	✓	
System Changes		
Initiate and record change requests		✓
Develop and maintain implementation plans		✓
Estimate time and costs for changes (as applicable)		✓
Review and evaluate estimate upon completion		✓
Write cost justification (as applicable)		✓
Present costs and review need and expense with Customer (as applicable)		✓
Approve costs as presented by Sirius (as applicable)	✓	
Ensure that change meets Customer's prescribed change requirements		✓
Provide input and feedback that Sirius' change management processes are meeting Customer's prescribed change requirements	✓	
Notify Customer of change via documenting the implementation procedure		✓
Present and coordinate change through the change control process		✓
Negotiate outage window requirements and resources necessary for testing any given change control	✓	
Approve and prioritize change control requests	✓	

Responsibility Description	Customer	Sirius
Provide input and feedback regarding any given change control allowing Customer to provide approval under full disclosure		✓
Emergency Changes		
Convey the implementation process associated with any given system emergency change requests that impact the Customer environment		✓
Approve all system emergency change requests that impact the Customer environment	✓	
Implement emergency change in accordance with the established emergency change control procedures		✓
Provide updates to processing procedures for production control impacted by emergency change control implementation	✓	
Application Software Changes		
Test updates to all applications jobs and procedures prior to implementing within the production environment	✓	
Perform updates to all applications jobs and procedures that are to be executed within the production environment	✓	
Administer all code/module promotion procedures and corresponding peripheral tasks (whether functionality occurs via a vendor product such as CA-Endevor or SCLM or the source is Customer proprietary)	✓	
Administer all report facilitation tasks (whether functionality occurs via a vendor product such as CA-Report Facility or CA-Easytrieve or the source is Customer proprietary)	✓	
Quality Assurance		
Conduct system testing regarding all systems changes and enhancements		✓
Execute back out procedures associated with change as necessary as a result of a failure in system testing		✓
Conduct application testing on all system and/or database changes and approve/reject change as necessary within documented specifications	✓	
Coordinate user acceptance testing for all changes	✓	
Develop and document back out, back up and restoration procedures prior to implementation as part of the change control process		✓
Review and approve documented back out, back up and restoration procedures prior to implementation	✓	
Implement change into targeted environment(s) – test, development, quality assurance, production, etc.)		✓
Update system change request status		✓
Additional Reporting and Documentation		
Develop and maintain systems change management acceptance specifications		✓
Approve change management acceptance specifications	✓	
Maintain/update Sirius' change management process procedures		✓

Incident Management

Responsibility Description	Customer	Sirius
Utilize Incident Management processes as defined by Sirius Process Manual		✓
Service Desk records, logs, prioritizes, assigns severity and monitors progress		✓
Maintain incident log, monitor timely resolution of open incidents for those issues assigned to Sirius		✓
Notify Customer analyst or Customer Help Desk of the on-going status and final resolution		✓
Pursue successful resolution of Sirius assigned incidents	.	✓

Responsibility Description	Customer	Sirius
Validate successful resolution of resolved Sirius assigned incidents	✓	
Escalate unresolved incidents that exceed established timeframes to appropriate Customer and Sirius representative(s) as necessary		✓
Close Incident Ticket upon acceptable incident resolution as verified by Customer, providing sufficient detail of incident for later analysis of trends		✓
Provide and maintain a method for proper escalation of incidents within Sirius' management		✓
Provide and maintain a method for proper escalation of incidents within Customer's management	✓	
Report incident statistics at account management meetings or as required for those issues assigned to Sirius' Service Desk		✓
Conduct root cause analysis and review high-impact incidents to identify preventative measures, assess risk and bring to closure		✓
Provide input and feedback as a result of receiving root cause analysis and reviews of high-impact incidents identifying preventative measures and assessing risk bringing items to closure as appropriate	✓	
Conduct post incident review (PIR) for high-impact incidents or upon Customer request		✓
Provide input and feedback as a result of receiving and reviewing PIR documentation	✓	
Approve or escalate Sirius' recommendations/findings contained within PIR documentation	✓	
Implement PIR recommendations/measures as requested/assigned for respective areas of service responsibility within the scope of services		✓
Implement PIR recommendations/measures as agreed upon that require Customer engagement resulting from PIR review process	✓	

[INSERT SERVICE PLATFORMS HERE]

3. Performance Standards

Applicable Performance Standards are documented in Attachment I below.

4. Initial Fees

(a) <u>Transition Fee</u>. Customer shall pay Sirius a Transition Fee in the amount of $0.00. This fee shall be invoiced upon the signing of this SWO by both parties, and will repeat every 30 days until the transition has been completed and the Base Monthly Service Fee has begun.

(b) <u>Base Monthly Service Fee</u>. Customer shall pay Sirius a Base Monthly Service Fee of $0.00. The Base Monthly Service Fee shall be invoiced commencing upon the Services Start Date and shall be invoiced monthly in advance for the remainder of the Term. This fee is based on the assumptions set forth in the Agreement and in this SWO. If one or more of those assumptions are determined by Sirius to be incorrect or are changed by agreement of the parties, Sirius may adjust the base fee and so notify Customer in writing. In the event Customer requests Sirius to change, upgrade or supplement Sirius provided hardware, software or personal property, or Customer's processing requirements, workload or utilization of the System require any such change, upgrade or supplement, the Base Monthly Service Fee shall be equitably adjusted by Sirius to reflect any additional fees and expenses relating to any such change, upgrade or supplement.

(c) <u>Additional Fee</u>. Customer shall pay Sirius for services outside the scope of this agreement at a mutually agreed upon price. Sirius will notify Customer if services are outside the scope of the agreement prior to performing the service. Customer agrees to pay for travel and living expenses for any on-site support required by Customer.

(d) <u>Assumptions</u>. All of the fees referenced above are based upon the following assumptions and in the event any such assumption proves to be invalid or incorrect for any reason, Sirius reserves the right to adjust such fees accordingly:

i. Customer will be responsible for timely paying in full any fees charged by any third-party software vendors for the right to run such software and Customer will timely obtain the effective right for Sirius to run any such software and shall indemnify, defend and hold Sirius harmless for any liability and any cost or expense incurred (including, without limitation, any attorneys' fees) as a result of its failure to timely obtain such an effective right;

ii. Customer shall bear and satisfy all telecommunication costs relating to its network;

iii. Sirius shall not be liable for any loss or damage resulting from unsupported Customer provided hardware or software (whether or not such lack of support results from Customer's failure to maintain a current maintenance and support agreement with the applicable vendor or the vendor's failure to maintain support for any other reason). Failure of Customer to maintain a current maintenance and support agreement with the applicable vendor for each of the Customer provided hardware or software shall release Sirius from any service level agreement ("SLA") or associated penalty resulting from a missed SLA, its financial penalty, or grounds for breach as defined herein;

iv. Sirius assumes the hardware environments sized by Customer as set forth in Attachment II are of sufficient size, quality, capability and capacity to adequately handle Customer's data processing and workload requirements; and

v. Customer shall provide Internet connectivity on a 24 by 7 by 365 basis into Customer's business locations where Sirius is providing services. Customer shall also monitor the status of these Internet connection(s) utilizing a combination of host-based and microprocessor-based network management systems to ensure Sirius connection availability. Customer will not hold Sirius responsible for any SLA or associated penalty resulting from a missed SLA, its financial penalty, or grounds for breach as defined herein resulting from Customer's failure to comply with this subsection (v).

vi. Other.

    a. Sirius will perform one (1) planned role swap per year. Sirius defines a role swap as a switch from Production to Target and back within 72 hours.

    b. Any planned role swaps requested by Customer will be performed at a mutually agreed-upon date and Sirius will invoice Customer $4,000 for each role swap

    c.

> **Commented [JP1]:** Only include these if SOW includes HA support.

5. Termination.

This SWO and any renewal thereof may not be terminated by either party for convenience.

SIRIUS

Note: If not signed by Customer, received and counter-signed by Sirius on or before ▮▮▮▮▮▮▮▮, this proposed SWO will automatically expire. By signing below, the parties make the agreement for the Services that are contained in this SWO. Customer's order under this SWO is also subject to the Sirius Master Managed Services Agreement.

[CUSTOMER NAME]   Sirius Computer Solutions, Inc.

By: _____   By: _____
        Authorized Signer   Authorized Signer

Name: _____   Name: _Bonnie M. Cerrito_____

Title: _____   Title: _Sr. Vice President – Contracts_____

Date: _____   Date: _____

For tax billing accuracy and compliance, please confirm the physical location(s) of the supported hardware included in the scope of this SWO. If different than the location(s) listed on Page 1, please provide the address(es) below.

_____

_____

INTERESTED IN BECOMING A SIRIUS CUSTOMER REFERENCE?   ☐ Yes   ☐ No
Thank you for considering becoming a Sirius reference for the solution we have provided.

_____   _____
Contact Name   **Phone**

ATTACHMENT I

SLA – Performance Standards

The following Performance Standards apply to the attached Managed Services SWO ("Managed Operations" and "Managed Administration") and whose penalties will be assessed in the event of a Performance Standards violation. The maximum Performance Standard penalty for a given month is ten (10) percent of one (1) months' fee and violations for different Performance Standards within the same Service Area are not cumulatively penalized.

Service Area	Incident Management – Priority/Severity Level-1
Service Level Description	Ensure Priority/ Severity Level-1 Incidents impacting Customer are managed and resolved in the timeframe defined within this SLA.
Service Category	Incident Resolution Process
Target KPIs	Time to Respond SLA: Within 1 hour of Sirius becoming aware of the incident, Sirius will have a resource assigned to work the incident. Resolution/Circumvention Time Expectation. SLG – 100% resolved/circumvented within six (6) hours. Post Mortem SLG: Sirius will present a post mortem of all Priority/Severity 1 within 5 (five) business days after the incident has been resolved, unless otherwise agreed to by customer. Exceptions: Resolution time expectations associated with the incident resolution that requires non-Sirius resources to resolve the incident will not be considered part of this measurement.
Calculation	(#Priority / Severity-1 Incidents Logged) minus (-) (#Priority / Severity-1 Incidents Exceeded) divided by (÷) (#Priority / Severity-1 Incidents Logged)
Trigger	If incident is discovered by Customer first, the point in time the incident is reported to the Sirius Service Desk and issuance of a Sirius incident ticket will be considered the trigger point. If incident is discovered by Sirius first, the issuance of a Sirius incident ticket by the Sirius Service Desk will be considered the trigger point.
Transition Period	90 Days after Services Start Date
Measurement Interval	Monthly
Service Level Weight	3% of Base Monthly Service Fee

Service Area	Incident Management – Priority/Severity Level-2
Service Level Description	Ensure Priority/Severity Level-2 Incidents impacting Customer are managed and resolved in the timeframe defined within this SLA.
Service Category	Incident/Problem Resolution Process
Target KPIs	Time to Respond SLA: Within 1 hour of Sirius becoming aware of the incident, Sirius will have assigned resources to work the incident. Resolution/Circumvention Time Expectation: SLG – 100% resolved/circumvented within 4 Business Days Exceptions: Resolution time expectations associated with the incident resolution that requires non-Sirius resources to resolve the incident will not be considered part of this measurement.
Calculation	(#Priority/Severity-2 Incidents Logged) minus (-) (#Priority/Severity-2 Incidents Exceeded) divided by (÷) (#Priority/Severity-2 Incidents Logged)
Trigger	If incident is discovered by Customer first, the point in time the incident is reported to the Sirius Service Desk will be considered the trigger point. If incident is discovered by Sirius first, the issuance of a Sirius incident ticket by the Sirius Service Desk will be considered the trigger point.
Transition Period	90 Days after Services Start Date
Measurement Interval	Monthly
Service Level Weight	3% of Base Monthly Service Fee

Service Area	Incident Management – Priority/Severity Level-3
Service Level Description	Ensure Priority/Severity Level-3 Incidents impacting Customer are managed and resolved in the timeframe defined within this SLA.
Service Category	Incident Resolution Process
Target KPIs	Time to Respond SLA: Within 1 hour of Sirius becoming aware of the incident, Sirius will have assigned resources to work the incident. Resolution/Circumvention Time Expectation: SLG – 90% resolved/circumvented within 14 Business Days Exceptions: Resolution time expectations associated with the incident resolution that requires non-Sirius resources to resolve the incident will not be considered part of this measurement.
Calculation	(#Priority/Severity-3 Incidents Logged) minus (-) (#Priority/Severity-3 Incidents Exceeded) divided by (÷) (#Priority/Severity-3 Incidents Logged)
Trigger	If incident is discovered by Customer first, the point in time the incident is reported to the Sirius Service Desk will be considered the trigger point. If incident is discovered by Sirius first, the issuance of a Sirius incident ticket by the Sirius Service Desk will be considered the trigger point.
Transition Period	90 Days after Services Start Date
Measurement Interval	Monthly
Service Level Weight	3% of Base Monthly Service Fee

Service Area	**Change Management**
Service Level Description	Track successful completion of mutually agreed upon changes requested by the customer. Customer will request changes from Sirius thru the web portal provided by Sirius. Customer may request work from Sirius in the form of email or phone call with confirmation from Sirius to follow thereafter.
Service Category	Change Management Completion Success
Target	Sirius will monitor each completed change for success or failure. Sirius will report on all changes monthly to the customer, but the SLA penalties are based upon a minimum of 10 changes per month.
	SLA: 90% of all Changes will be successful and completed on the mutually agreed upon date.
	Exceptions: Only changes classified as Normal (not Expedite or Emergency) shall be used to calculate monthly performance against this measurement.
	Change resolution time that requires non-Sirius personnel to complete the change is not considered part of this measurement.
Calculation	(#Changes Successful and on Time) divided by (÷) (#Changes Logged)
Trigger	N/A
Transition Period	90 Days after Services Start Date
Measurement Interval	Monthly
Service Level Weight	2% of Base Monthly Service Fee

Service Area	**Customer Request Orders**
Service Level Description	Ensure Customer Requests are completed by mutually agreed upon due date for that particular request. Customer will request work from Sirius thru the web portal provided by Sirius. Customer may request work from Sirius in the form of email or phone call with confirmation from Sirius to follow thereafter. Sirius requires two (2) business days for each request to be considered subject to this measurement.
Service Category	Work Request Resolution
Target	Sirius will monitor each mutually agreed upon due date and the resulting completion date to determine the measurement. Sirius will report on all requests monthly to the customer, but the SLA penalties are based upon a minimum of 10 requests per month.
	SLA: 90% of all Work Orders resolved by mutually agreed upon date.
	Exceptions: Work order resolution time that requires non-Sirius personnel to complete the work order is not considered part of this measurement.
Calculation	(#Work Orders Resolved on Time) divided by (÷) (#Work Orders Logged)
Trigger	Upon agreement of a work request ticket by Sirius.
Transition Period	90 Days after Services Start Date
Measurement Interval	Monthly
Service Level Weight	3% of Base Monthly Service Fee

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ATTACHMENT III

Sirius Provided Infrastructure

Hardware

- One (1) 5505 Cisco ASA firewall device – This device is used to establish a site-to-site VPN tunnel from Sirius to Customer's site. Attachment IV below identifies the requirements Sirius needs from the customer to complete the VPN tunnel.

Software

- UIM (server and applicable probes)

ATTACHMENT IV

New Customer VPN Configuration Worksheet

Customer is to complete this **New Customer VPN Configuration Worksheet** to be included at execution of this SWO.

Customer Name: [CUSTOMER NAME]

ISAKMP Tunnel Configuration: (click on "Choose an item" to make selection)
Authentication:...............Choose an item.
Encryption: ....Choose an item.
Hash: ....Choose an item.
Group:...........................Choose an item.
Lifetime: ....Choose an item.

IPsec Tunnel Configuration:
Encryption Algorithm: ....Choose an item.
Hashing Algorithm: ....Choose an item.
Lifetime Seconds:..........Choose an item.
Lifetime Kilobytes: ....Choose an item.
PFS:...............................Choose an item.
    If Yes:......................Choose an item.

Encryption Domains:
Sirius NAT traffic always traverses to customer network in range **66.37.227.0/24**
Customer can either use existing public IP addressing or be assigned a **10.1.X.X/24** subnet range.

Peer IP Addressing:
Sirius IP address for tunnel peer configuration is **63.160.141.100**
Sirius IP address for DR tunnel peer configuration is **71.41.231.250**

Customer peer IP address: **X.X.X.X** ← Customer to provide

The following depicts Sirius' Standard Customer Deployment method for network connectivity for accessing the Customer environment.

Standard Customer Deployment
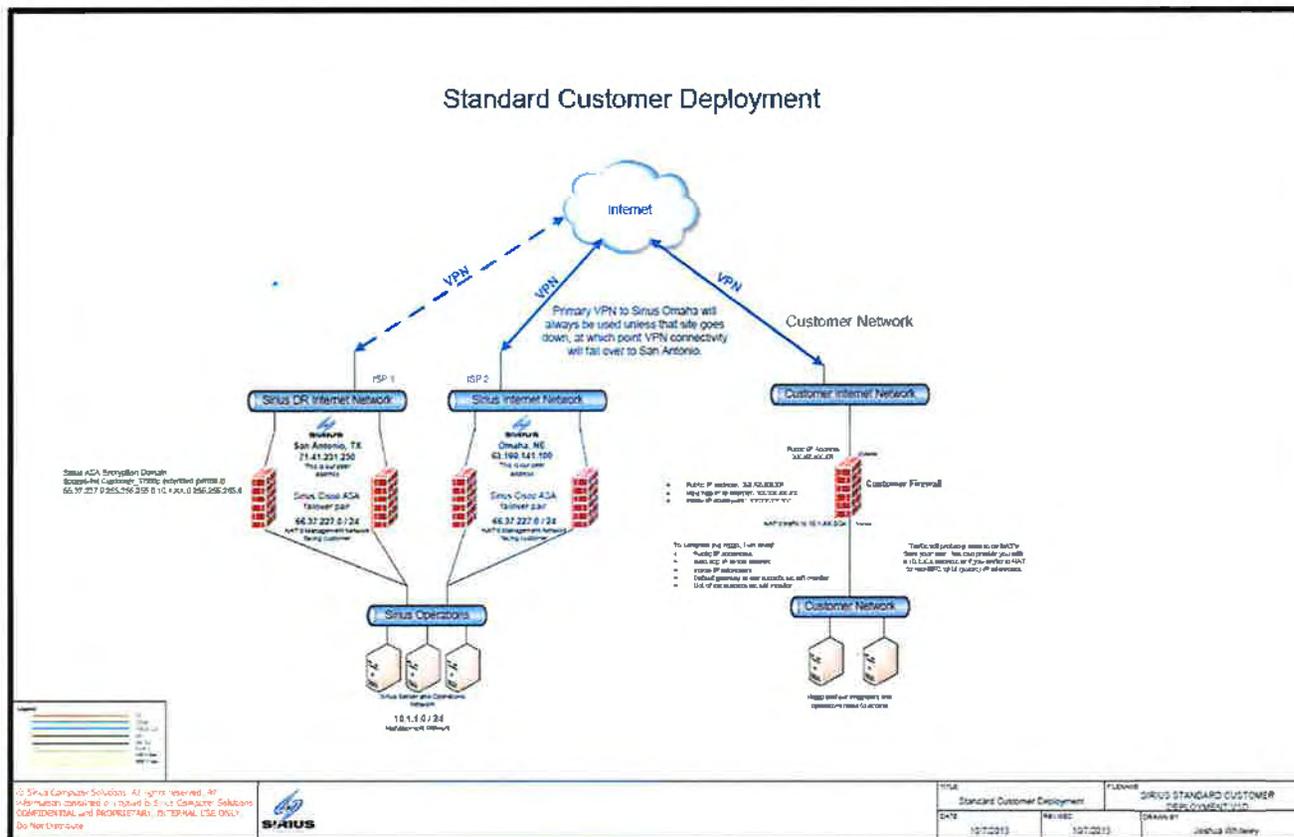
SIRIUS

ATTACHMENT V

Glossary of Terms

Incident Management – The mission of the of the Incident Management process is to resolve support requests in a timely prioritized fashion.

Monitors – A set of Sirius provided tools to monitor key performance indicators on the infrastructure that applies to the Scope of Services.

SLA – Service Level Agreement. Service Level Agreements have a financial penalty if missed.

SLG – Service Level Goal. Service Level Goals do not have a financial penalty if missed.

{{STATEMENT_OF_WORK_CUSTOMER_ACCOUNT_NAME}}
{{STATEMENT_OF_WORK_PROJECT_NAME}}

This Statement of Work (SOW) is made by and between Sirius Computer Solutions, Inc., (Sirius) and {{STATEMENT_OF_WORK_CUSTOMER_ACCOUNT_NAME}} (Customer) for the provision of certain professional services as more fully described herein, (Services). Customer and Sirius expressly acknowledge and agree that this SOW is incorporated by reference into, and made a part of, Sirius {{STATEMENT_OF_WORK_CUSTOMER_AGREEMENT_CONTRACT_TYPE}} {{STATEMENT_OF_WORK_CUSTOMER_AGREEMENT_NAME_FOR_SOW}} (the Agreement). In the event of conflict, the terms of the Agreement shall control unless otherwise expressly provided herein.

SCOPE OF SERVICES

The scope of services for this project is attached hereto as Exhibit A.

ACCEPTANCE CRITERIA

This SOW will be deemed complete when the Deliverables within Exhibit A have been completed and accepted by Customer.

RESPONSIBILITIES

Sirius Responsibilities
1. Staff this effort with appropriately skilled individuals to perform the Services, including project coordination as applicable
2. Promptly notify Customer of any unsafe condition about which Sirius has knowledge.

Customer Responsibilities
1. Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Customer staff will participate throughout the implementation.
2. Back-up all data, software, operating systems, software configurations and networking configurations in preparation for and during the performance of the Services. Sirius shall not be liable for any lost, damaged or corrupted data.
3. Have the appropriate software and hardware available at the beginning of the project and ensure that the necessary hardware environment (operating system, network, ports) is configured appropriately and is stable.
4. Customer will be responsible for data migration unless specified in the scope of services.
5. Prior to Sirius Consultant coming on-site for services, provide resource contact information; names, phone numbers, email addresses and location.
6. Provide Sirius with known scheduled outages, resource unavailability and project specific information for the development of a cohesive project schedule.
7. Provide Sirius with access to Customer's facilities and appropriate resources as reasonably necessary for Sirius to fulfill its obligations hereunder, including but not limited to: an adequate work area, network access (including Internet access), telephones, terminal, access to PC-based printer, remote access to systems (if applicable).
8. Promptly notify Sirius of any unsafe condition about which Customer has knowledge and to which Sirius resources could be exposed.
9. Promptly notify Sirius of any accidents or injuries involving Sirius employees or subcontractors assigned to Customer.
10. Promptly inspect and accept Services and/or Deliverables upon completion by Sirius.

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DELIVERABLES

This SOW will produce the Deliverables outlined in Exhibit A. All estimates and/or costs associated with this SOW are based solely upon the Deliverables outlined in Exhibit A. In the event any additional requirements are requested by Customer, the parties will mutually execute a change request to this SOW to address these additional requirements.

Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Unless defined in Exhibit A, this SOW does not obligate Sirius to modify or remediate Deliverables or provide maintenance or support services for Deliverables in any manner following Customer's acceptance without an appropriate, corresponding SOW. If applicable, a separate maintenance or support services SOW may be established to provide maintenance or support services to Customer.

ASSUMPTIONS

Sirius has created this SOW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

1. Unless otherwise agreed, Sirius reserves the right to subcontract any or all portions of the Services contemplated pre-approved by Customer.
2. Performance of the Services defined by this SOW are not subject to any provisions of the laws, acts, or regulations listed below and shall not require Sirius to create, receive, use, disclose, or in any way take control or possession of any information identified in such laws, acts or regulations:
   a. Personal Information as defined by 201 Code of Massachusetts Regulation 17.00 (or any similarly defined information under an applicable state law);
   b. Nonpublic Personal Information as defined by the Gramm-Leach-Bliley Act;
   c. Personally Identifiable Information as defined by the Family Educational Rights and Privacy Act;
   d. Cardholder Data as defined by Payment Card Industry (PCI) Data Security Standards; or
   e. Protected Health Information, Electronic Protected Health Information, or Individually Identifiable Health Information as defined by the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
3. Sirius may deliver services at Customer location or a remote location.
4. If knowledge transfer is listed as a deliverable, it should be noted that such knowledge transfer is not a replacement for classroom training but is intended to help the Customer gain a working knowledge of implementation details specific to their environment. Customer should consider attending training provided by the manufacturer.
5. This SOW will be scheduled around local resource availability. If, due to Customer's schedule, a local resource cannot be used, Customer will be charged for reasonable out-of-pocket travel and living expenses, and a Change Request for this SOW will be submitted to Customer for their acknowledgment.

SCHEDULE

Sirius and Customer will determine a schedule for work to be performed once execution of this SOW occurs. This schedule will include expected response times for both Sirius and the Customer to review and complete tasks. Sirius will use commercially reasonable efforts to timely complete the Services in accordance with the agreed upon schedule. Sirius will not be liable for any delays in performance related to Customer's failure to perform its obligations under this SOW or Customer's failure to make any facilities or equipment necessary for performance available to Sirius. In the event any delays in performance result in additional charges under this SOW, said charges will be agreed upon in a Change Request using the process detailed below.

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Service Cost

Travel Costs

SERVICES COORDINATION

Customer designates the following authorized representative assigned to serve as the primary point of contact for communication, issue escalation, contract administration, project scope change administration, and acceptance of Deliverables and/or Services as set forth herein.

Customer's Authorized Representative	Email Address
«STATEMENT_OF_WORK_CUSTOMER_ACCOUNT_LEGAL»	«STATEMENT_OF_WORK_CUSTOMER_EMAIL»

SITE OF PERFORMANCE

Performance of the Services may be at the following Customer location(s) or may be performed from a remote location on the system located at the address listed below:

Bill To:
{{HTML:STATEMENT_OF_WORK_OVERRIDE_BILL_TO_ADDRESS}}

Service Locations:
{{TableStart:addy}}{{SERVICE_LOCATION_OVERRIDE__CCUSTOMER_ADDRESS_DISPLAY_NAME}} {{SERVICE_LOCATION_OVERRIDE_OVERRIDE_SL_STREET}} {{SERVICE_LOCATION_OVERRIDE_OVERRIDE_SL_ADDITIONAL_STREET}} {{SERVICE_LOCATION_OVERRIDE_OVERRIDE_SL_CITY}}, {{SERVICE_LOCATION_OVERRIDE_OVERRIDE_SL_STATE}} {{SERVICE_LOCATION_OVERRIDE_OVERRIDE_SL_POSTAL_CODE}}{{Tableend:addy}}

CHANGE REQUESTS

From time to time Customer may request, or Sirius may propose, that Sirius implement a change to the Services reflected in this SOW including, without limitation, (a) a change to the scope of Services, or (b) a change in the prioritization or manner in which Sirius is performing the Services (each, a "Change"). In the event of the occurrence of a mutually agreed Change, Sirius shall prepare and provide to Customer a proposed change order. Sirius shall include in the proposed change order the effect, if any, the Change will have on Sirius' schedule of delivery of the Services, and if there will be any effect on the estimated cost or other Customer payments. Sirius shall not be responsible or liable for any delays, costs or damages resulting from Customer's rejection of, or delay in approving, a proposed change order relating to a Change. In the event the authorized representative of Customer requests that Sirius perform work without a mutually agreed upon change order, Customer shall compensate Sirius for the additional fees and expenses incurred by Sirius related thereto. In the event the Customer desires to retain Sirius for additional services outside the scope of the Services to be provided hereunder, Customer and Sirius agrees to execute and deliver such additional statements of work to evidence the additional services to be provided by Sirius.

SIRIUS

NO SOLICITATION

Upon Customer's signature of this SOW and for a period of one year following completion, expiration or termination of this SOW, neither party will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party (or subcontractors or independent contractors) who are involved in the performance of Services under this SOW, without obtaining the prior written consent of such party. Notwithstanding the foregoing, solicitation of a party's current employees, subcontractors or independent contractors who are not involved in the performance of Services under this SOW by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision. This provision will survive the completion, expiration, or termination of this SOW and/or the Agreement.

INTELLECTUAL PROPERTY

Upon full payment of all amounts due Sirius under this SOW and the Agreement, Customer shall own all rights, title, and interest in and to the Deliverables and all changes, modification or improvements related thereto, developed by Sirius under this SOW. Sirius hereby grants, sells, assigns, and conveys to Customer all rights of Sirius in and to the Deliverables and the tangible and intangible property rights relating to or arising out of the Deliverables, including, without limitation, patent, copyright, trade secret, trademark, and other proprietary rights. Deliverables shall not include, and the transfer of any rights hereunder shall not apply to, Background Technology (as hereinafter defined) or any software, materials or other technology which is owned or controlled by a third party ("Third Party Technology").

"Background Technology" means all processes, tools, works of authorship, programs, data, utilities or other intellectual property, in whatever form, that Sirius prepared or had prepared outside the scope of the Services provided hereunder and are included in, or necessary to, the Deliverable. Sirius Background Technology, working papers, scripts, proprietary methodology and confidential information belong exclusively to Sirius, including to the extent included in the Deliverable. Customer is granted a nonexclusive license to use Sirius Background Technology or Third Party Technology for the limited purpose of implementing the Deliverable for Customer's internal purposes.

PROPRIETARY AND CONFIDENTIAL

This SOW contains confidential and proprietary information of Sirius and its vendors. Information contained in this SOW may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer who is not privileged to receive such information without the express written permission of Sirius. There is no obligation to maintain the confidentiality of any information which was known to Customer prior to receipt of such information from Sirius, or becomes publicly known through no fault of Customer, or is received without obligation of confidentiality from a third party owing no obligation of confidentiality to Sirius.

SIRIUS

ACCEPTANCE & AUTHORIZATION

This SOW expires if not signed by Customer and returned to Sirius (as set forth below) within thirty (30) days of June 4, 2018. However, this SOW shall not be binding or effective until countersigned by Sirius. If performance of the Services does not commence within ninety (90) days of the date hereof, this SOW will automatically terminate in the absence of a written amendment rescheduling the Services. Please indicate your acceptance of this SOW by signing below and returning to:

Services Operations Team by email to {{ USER_EMAIL}}. Please note, all pages of SOW are required

BY: {{STATEMENT_OF_WORK_CUSTOMER_ACCOUNT_NAME}}	BY: SIRIUS COMPUTER SOLUTIONS, INC.
Signature:	Signature:
Name: {{STATEMENT_OF_WORK_CUSTOMER_CONTACT}}	Name:
Title: {{STATEMENT_OF_WORK_CUSTOMER_TITLE}}	Title:
PO # (if applicable) {{CUSTOMER_PO_NUMBER}}	SOW Number: {{STATEMENT_OF_WORK_NAME}}
Date:	Date:

Sirius Managed Services – Process Manual

Version 072016.0

Sirius Managed Serivces Process Manual

TABLE OF CONTENTS

1. Overview

Sirius Managed Services utilizes ITIL as a basis for our Incident, Change, Problem and Support Request processes and procedures. This framework allows us to combine people, processes and technology to better deliver maximum value to our customers. This document outlines, at a high level, our process and procedures for Incident, Support Request, Change and Problem Management.
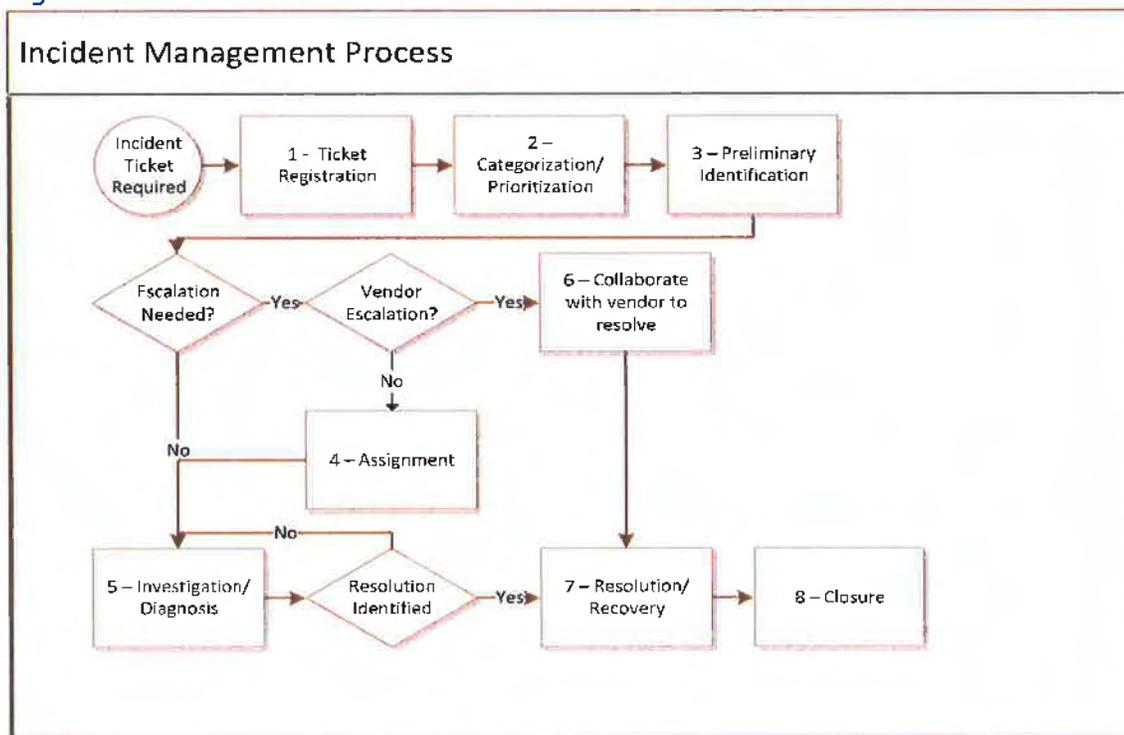
2. Incident Management

2.1. Objective
The objective of the Incident Management Process is to resolve normal service operation as quickly as possible and minimize the adverse impact on business operations in a prioritized and professional manner.

2.2. Description
The Incident Management process is executed when a user and/or an automated process identifies a situation that requires intervention to correct. The process consists of procedures ensuring the incident is created, analyzed and resolved according to ITIL standards. The procedure consists of the following categories:

- Ticket Registration
- Categorization/ Prioritization
- Assignment
- Preliminary Identification
- Escalation
- Investigation/ Diagnosis
- Resolution/ Recovery
- Closure

2.3. Process Workflow

Incident Management Process

2.4. Incident Management Procedures

1. Ticket Registration
When an Incident ticket is required, it can be generated in several ways:
- Phone
- Service Catalog
- Integration with another ITSM system
- Automated Alerts

Phone
When a Customer User contacts the Sirius Service Desk to report an incident by phone, the Analyst gathers information such as the caller's name, company name and the details surrounding the issue being reported. The Service Desk Analyst links the Customer User's Service Now profile to the new Incident.

The Service Desk Analyst completes the Incident ticket using the Incident Form in the Sirius ServiceNow ticketing system. The Incident form indicates the information that is required from the Customer User. Through the information gathering process, the Service Desk Analyst is able to complete the required fields as well as provide a description of the issue being reported.

Service Catalog
A Customer User can also log into the Sirius ServiceNow instance to generate an Incident through the Service Catalog request. The Customer User is required to complete specific fields in order to submit the Incident to the Sirius Service Desk. Each Incident generated through the Service Catalog is reviewed by one of the Service Desk Analysts.

Automatically Generated
Incidents may be sent to us through other systems such as our monitoring system. When the monitoring system identifies an alert or event that requires attention, the ServiceNow system receives information sent from the monitoring system then creates an Incident. The Service Desk Analyst reviews the Incident created.

Incident Updates
If a Customer User contacts the Sirius Service Desk regarding a previously created Incident Ticket, the Service Desk analyst will look up the ticket and provide an update. Should the ticket already be in the "Resolved" state and the Customer is not satisfied with the solution provided, the Service Desk Analyst will re-open the ticket. If the ticket has been in the "Resolved" state for at least 3 days and has automatically changed to the "Closed" state, the Service Desk Analyst will open a new ticket. Alternatively, if the user has called to obtain an update on the ticket's status, the Service Desk Analyst will inform the user of the progress that has been made.

2. Categorization and Prioritization

The Service Desk Analyst continues by categorizing the incident by determining the Configuration Item(s) affected as well as the Platform Service, Business Service and Service Category. This information enables the Service Desk Analyst to specify the service associated with the incident and provide initial support and proper analysis. This step is not intended to determine causes of the incident. Rather, it is intended to guide the Service Desk analyst to use the proper workflow for the incident.

The Service Desk Analyst will identify the priority based on a combination of business impact and business importance level (BIL)/urgency of the incident.

3. Preliminary Identification and Escalation

Preliminary Identification

After an Incident has been Categorized and Prioritized, the Service Desk Analyst will conduct a preliminary investigation to identify the cause of the incident based on the information provided by the user.

Escalation

After the Service Desk Analyst has conducted a preliminary investigation and determined that they are unable to resolve the Incident (in terms of skills, access rights and time restrictions), the Incident is escalated. The Service Desk Analyst contacts the Administrator/Engineer to provide an understanding of the current situation before assigning the Incident Ticket.

4. Assignment and Tracking

The Service Desk Analyst utilizes the information gathered during the Categorization step to determine the best Administrator/Engineer to assign the Incident Ticket.

The Service Desk keeps track of open Incident Tickets by checking the status of the tickets from time to time to ensure that they continue to progress towards completion. When an Incident Ticket is no longer progressing, the Service Desk Analyst contacts the group coordinator of the assigned group and requests the coordinator investigate the Incident Ticket status.

In addition, if an Incident Ticket describes a new service outage that is impacting multiple users, the Service Desk Analyst informs all individuals concerned. These include:

- the affected user organization escalation contact
- the account manager of the affected customer organization
- the applicable service level manager(s)
- the on-duty manager

After half of the available resolution time has passed, and if the service outage has not been resolved, the Service Desk Analyst provides the individuals concerned with a progress update through our ServiceNow tool.

If the Incident still has not been resolved when the target date and time has been reached, the Service Desk Analyst provides the individuals concerned with another progress update. After this second update, the Service Desk Analyst escalates the Incident to the Service Owner.

5. Investigation and Diagnosis

After an Incident has been passed to an Administrator/Engineer, they review the information provided in the Incident Ticket and begins the investigation into the cause of the issue. The investigation continues until either a diagnosis is reached and a resolution can be identified or the Administrator/Engineer determines additional assistance is needed by a 3rd party. Third party assistance may include any one or a combination of the following: Customer Technical Resource, Software/ Hardware Vendor or other 3rd party support vendors.

6. Vendor Escalation and Collaboration

When an Administrator/Engineer determines additional support is required to assist with the investigation and diagnosis, the owner contacts the appropriate approved vendor on behalf of the user. The Administrator/Engineer follows the applicable documented processes to request assistance.
The Administrator/Engineer collaborates with the vendor to identify a resolution.

7. Resolution and Recovery

If the Service Desk Analyst is able to resolve the support request he/she is working on (in terms of skills, access rights and time restrictions), he/she resolves the issue and moves to the closure step.
Once a resolution is identified by the Administrator/Engineer (and, if applicable, a 3rd Party), the solution will be implemented to expedite recovery. When the resolution/recovery requires an emergency change in order to return the service to normal, the Administrator/Engineer will obtain approval (verbal or written) from the identified Customer Approver and Account Manager. In such cases where the issue resolution requires a planned change, the resolution of the incident will be coordinated by Change Management. Change Management is required when the resolution of the incident will cause:

- a service to become unavailable or degraded during service hours,
- functionality of a service to become different, or
- CMDB to require an update

8. Incident Closure

After the Resolution/Recovery of an Incident, regardless of who completed it, the user who submitted the Incident is notified the issue is resolved.
If the user informs the Service Desk that the Incident has not been solved in an acceptable fashion, the Service Desk Analyst will reopen the Incident Ticket for further investigation and resolution.
Finally, if the user has confirmed that the Incident has been resolved in a satisfactory fashion, or if the user does not respond within 3 days, the Incident Ticket is automatically closed by the ServiceNow system.

3. Support Request Management

3.1. Mission

The mission of Support Request Management is to register requests from users who require information or assistance as it applies to normal day to day operations. For example, a user may need a password reset or a report created.

3.2. Description

The Support Request process is executed when a user identifies a need and submits a formal request for something to be provided. A Support Ticket is the product of these types of requests. Keep in mind, multiple types of support should not be opened on the same Support Request Ticket. For instance, if you need a password reset and you need a report generated; these need to be created in separate requests. The system does not support multiple assignments within the same Support Request Ticket.

The process consists of procedures ensuring the Support Ticket is created/ registered, assigned, tracked, performed and resolved according to ITIL standards. If necessary, the Support Request Ticket may be escalated to an Incident Ticket. The procedures consist of the following categories:

- Support Ticket Creation/Registration
- Categorization/Prioritization
- Assignment
- Tracking
- Perform Request
- Escalation (if necessary)
- Resolution
- Closure

3.3. Process Workflow

Support Request Process
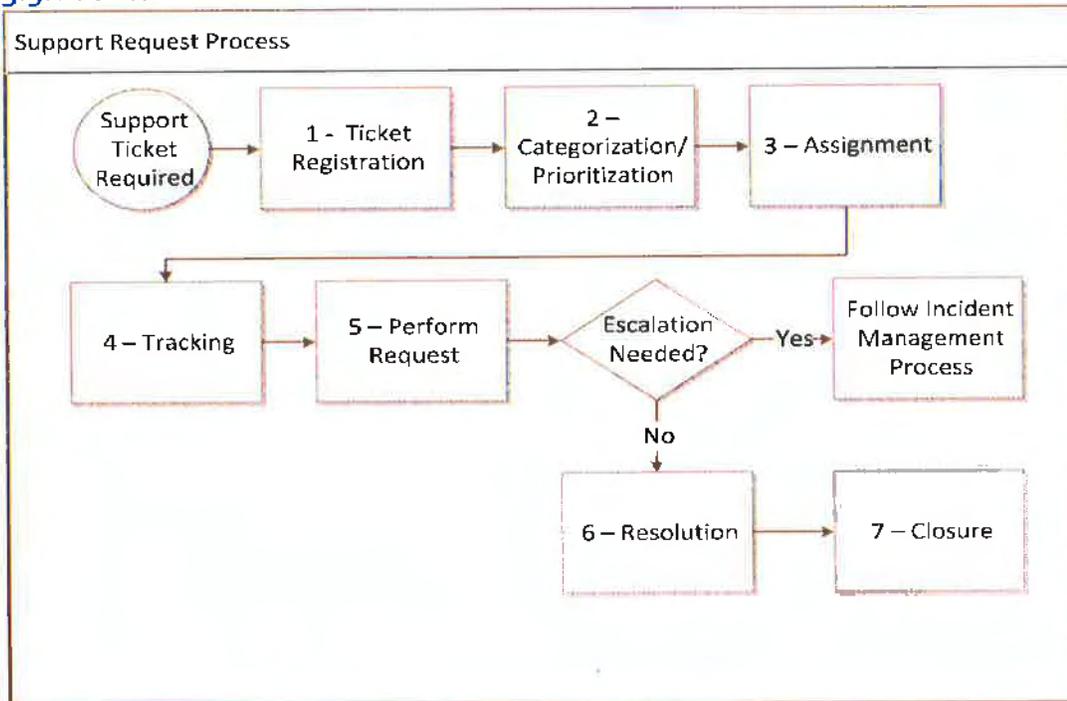
3.4. Support Request Procedures

1. Ticket Registration

When a Support Request Ticket is required, it can be generated via phone, Service Catalog, or ticket integration (if applicable). When a user contacts the Sirius Service Desk to request support by phone, the analyst asks the user for their name, company name and how they can help. The Service Desk Analyst links the user's ServiceNow profile to the new Support Request Ticket. Alternatively, if the user contacts the Sirius Service Desk via another method (i.e. Service Catalog), the Service Desk Analyst determines the nature of the request by reviewing the information provided.

The Service Desk Analyst completes the Support Request Ticket using the applicable template. The template indicates required information to obtain from the user. Through the information gathering process, the Service Desk Analyst is able to complete the required fields as well as provide a description of the support being requested.

If the user contacted the Sirius Service Desk regarding a previously created Support Ticket, the Service Desk analyst will look up the ticket. If the ticket has been "Closed" and the user needs additional information or assistance, the Service Desk Analyst will open a new ticket. Alternatively, if the user has called to obtain an update on the ticket's status, the Service Desk Analyst will inform the user of the progress that has been made.

2. Categorization and Prioritization

The Service Desk Analyst continues by categorizing the Support Request by determining the Configuration Item (if applicable) as well as the Platform Service. This information enables the Service Desk Analyst to specify the service associated with the Support Request and provide initial support and proper analysis. This step is intended to guide the Service Desk analyst to use the proper workflow for the Support Request.
The Service Desk Analyst will identify the impact based on the urgency communicated.

3. Assignment and Tracking

The Service Desk Analyst utilizes the information gathered during the Categorization step to determine the best Support Personnel to assign the Support Request Ticket.
The Service Desk keeps track of open Support Request Tickets by checking the status of the tickets from time to time to ensure that they continue to progress towards completion. When a Support Request Ticket is no longer progressing, the Service Desk Analyst contacts the group coordinator of the assigned group and requests the coordinator investigate the Support Request Ticket status.

4. Perform Request

After the Support Request has been passed to the appropriate Support Personnel, they review the information provided in the Ticket. The Support Personnel collaborates with the Customer Caller to identify a Due Date and obtain any additional relevant information needed to complete the request.
The Support Personnel carries out the activities needed to complete the Support Request. The Assignee then validates with the Customer Caller that the Support Request has been completed to their satisfaction.

5. Escalation

Should the Support Personnel determine there is an issue associated with the Support Request that requires escalation; the Support Personnel will then begin the Incident Management Process.

6. Resolution

If the Service Desk Analyst or Support Personnel is able to resolve the Support Request he/she is working on (in terms of skills, access rights and time restrictions), he/she resolves the issue and moves to the closure step.

7. Ticket Closure

Finally, once the Support Request is completed, the individual in which the Support Request was assigned will close the Support Request Ticket in the ServiceNow system.
After the Resolution of a Support Request, regardless of who completed it, the Customer Caller who submitted/identified the Support Request is notified the request is completed.
If the user informs the Service Desk that the Support Request has not been completed in an acceptable fashion, the Service Desk Analyst will reopen the Support Request for further resolution.

4. Change Management

4.1. Mission

The mission of the Change Management Process is to implement changes in the most efficient manner, while minimizing impact on customer business operations.

4.2. Description

The Change Management process is used to ensure standardized methods for planned or unplanned deployments of alterations to Configuration Items. Changes are approved by management and implemented with minimal risk. Changes can originate from Incidents, Problems, Releases or Continuity Management. The Change management process consists of procedures ensuring the Change is created, planned and implemented according to ITIL standards. The procedures consist of the following categories:

- Change Registration
- Planning
- Approval
- Change Implementation
- Emergency Change Approval
- Emergency Change Implementation
- Change Closure

4.3.Process Workflow
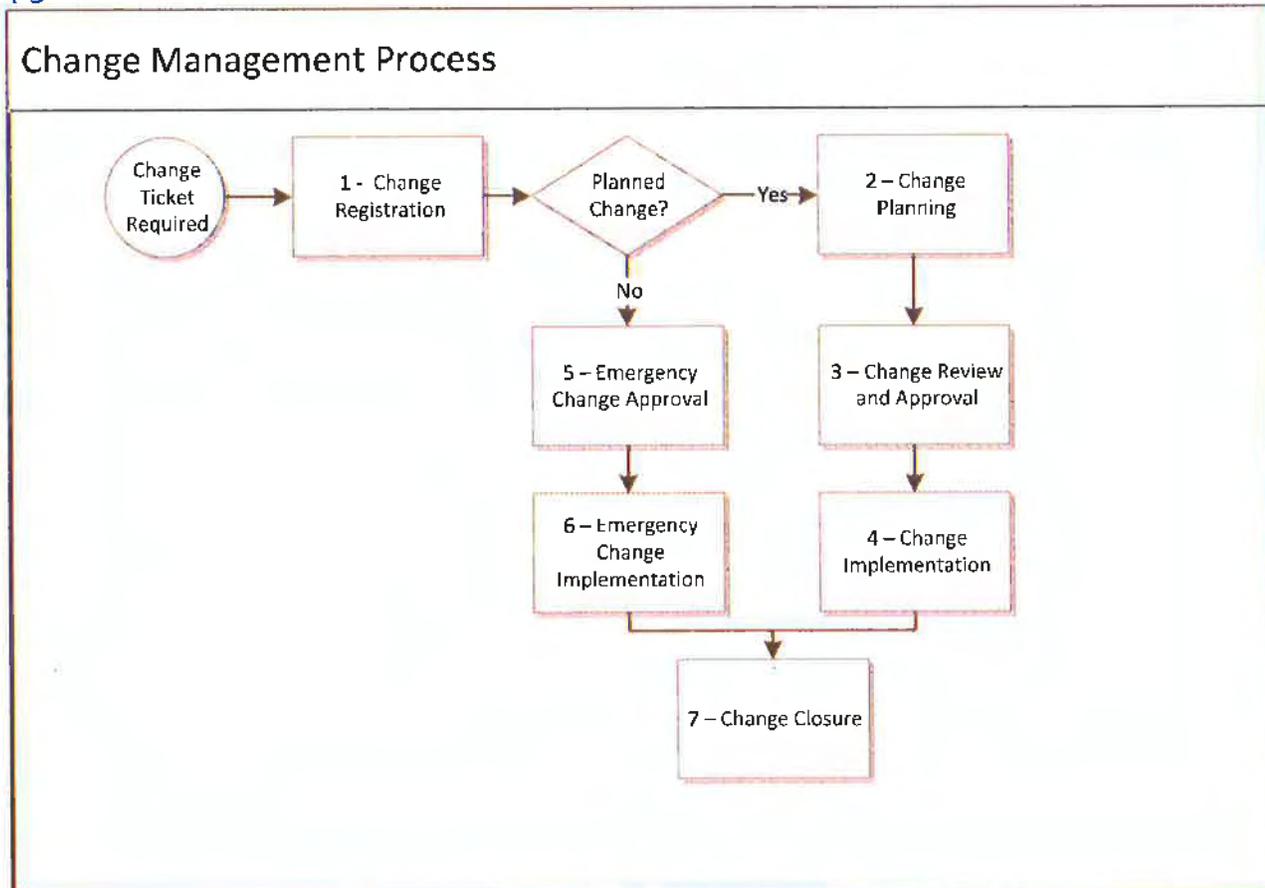
Change Management Process

4.4. Change Management Procedures

1. Change Identification

A Change is required when:
- A service is planned to become unavailable or degraded
- Functionality of a service to change
- Addition, change or removal of the Customers or Sirius infrastructure
- CMDB requires an update

A Change Request can be created a number of ways:
- Incident (INC) or Support Request (TKT) Tickets
- Problem (PRB) Ticket
- Engineer/Administrator
- Customer User (via a Support Request Ticket)

When a Change Request is created from an existing Incident, Support Request or Problem ticket, basic information is automatically populated in the Change Request. If a ticket is created directly in the Change Request form, the Customer, Customer User and basic information regarding the Change will be entered into the form.

2. Change Planning

If the Change is a "Planned" change, the Engineer/Administrator will verify the date of the change will occur on a date that will have the least amount of impact on any other existing systems or resources. Once a date is determined, the Engineer/Administrator will complete the Planned Start Date/Time and Planned End Date/Time fields as well as document the Change Plan, Back-Out Plan and Test Plan (if applicable). Next, the Engineer/Administrator will calculate the risk and check for conflicts as it pertains to the planned change. Once complete, the Change Request is submitted to be reviewed by the Change Management Coordinator.

3. Change Review and Approval

Change Review

The Change Management Coordinator receives notification to review the submitted Change Request. They verify the proposed change does not conflict with internal standards or policies and will determine if the Change Request should be rejected or move forward for approval. If the Change Management Coordinator rejects the Change Request, it is automatically "Cancelled" and the Engineer/Administrator is notified of the status. The Engineer/Administrator will need to create a new Change Request with an alternative solution.

Change Approval

When the Change Request is permitted to move forward, the Change Management Coordinator initiates the Change Approval Process. Email notifications are sent to the Customer User identified as an authorized "Change Request Approver", Sirius Service Owners and Operations Management (depending on the type of change). The Change Management Coordinator submits the requested change to the Change Advisory Board (CAB) for review and approval.

Upon completion of the approvals, the Change Request moves to the next step in the process. If any one person in the Approval Process rejects the Change Request, it is automatically cancelled and a new Change Request will need to be created with an alternative solution.

4. Change Implementation

Once the Change Request is approved, the Engineer/Administrator and Operations team perform any open tasks associated with the change. Once the tasks are completed, the Engineer/Administrator will validate the Change was completed successfully. The associated Change Task will be "Closed Successfully" and the Customer User is notified of the Change completion. If the Change does not implement as planned, the Engineer/Administrator will follow the Back-Out Plan documented in the Change Request. The Engineer/Administrator will update the Change Task and change the task status to "Closed Incomplete" or "Closed Skipped".

5. Emergency Change Approval

An Emergency Change is typically unplanned and required to restore service. The Engineer/Administrator reviews the situation and determines if an Emergency Change is required. If so, the Engineer/Administrator will review the issue and propose a solution to the Customer User.

6. Emergency Change Implementation

Verbal approval from the Customer and Service Owner must be obtained in order to move forward with the Emergency Change.

Once approvals are received to move forward with the Emergency Change, the Engineer/Administrator will implement the proposed solution. The implemented solutions success will be validated by the Engineer/Administrator. Upon successful completion of the Emergency Change, the status will be updated to reflect the completion.

7. Change Closure

The Change Management Coordinator will review the "closed" changes and validate the success of the change. If the change was successful, the Change Management Coordinator will update the Change Request status to "Closed". If the Change was not implemented successfully, the Change will be reviewed in the next CAB meeting prior to closing the Change Request.

5. Revision History

Description of Revision	Date	Revised By (initials)
Document - Created	2011	lb
Updated	04.2014	jh
New format, updated processes	07.2016	jh

6. Approvals

Prepared By	Signature	Date
Author's Name [Title, Organization]	Jean Henson Manager, Managed Services Governance	07.29.16
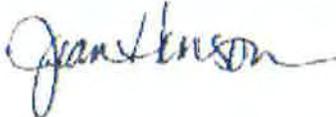
Approved By	Signature	Date
Approver's Name [Title, Organization]	Terry Fisher Director, Managed Services Account Management and Governance	07.29.16

Change Request:	SIRIUS
Customer's Legal Name State of Nebraska	**Date** June 4, 2018
Project/SOW Name Hosted VOIP Telephony Services	**SOW #**
Requested By	**Change Request #**

In consideration of the mutual covenants contained herein, the parties hereby agree to amend the Statement of Work as stated herein. This Change Request is in addition to, and is governed by, the terms and conditions outlined in the Statement of Work referenced above.

Description of Requested Change

Description of Changes to the Statement of Work:

Clearly describe what is being removed and/or added to the project scope and why.

Analysis of the Change to be Completed by the Project Architect/Engineers as Assigned by the PM

Technical impact to Project: (Technical impacts to overall design. Include impact of not implementing the change.)

Schedule Impact to the Project: (Describe any changes to the timeline of the Project)

Financial Impact to the Project: (Describe any financial Impacts to the project, including Hardware, Software, Licensing, Services Time and Maintenance costs.)

PROPRIETARY AND CONFIDENTIAL

This Change Request contains confidential and proprietary information of Sirius and its vendors. Information contained in this Change Request may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer who is not privileged to receive such information without the express written permission of Sirius. There is no obligation to maintain the confidentiality of any information which was known to Customer prior to receipt of such information from Sirius, or becomes publicly known through no fault of Customer, or is received without obligation of confidentiality from a third party owing no obligation of confidentiality to Sirius.

ACCEPTANCE:

Except as explicitly stated herein, the terms and conditions of the Statement of Work remain in full force and effect. Please indicate your acceptance of this Change Request by signing and returning to:

Services Operations Team by email to . Please note, all pages of SOW are required.

STATE OF NEBRASKA:

By: _____

Name: _____

Title: _____

Date: _____

SIRIUS COMPUTER SOLUTIONS, INC.

By: _____

Name: **Bonnie M. Cerrito**

Title: **Sr. VP – Contracts and Financial Services**

Date: _____

Project Management Plan

Prepared for: State of Nebraska

Hosted VOIP Telephony Service

June 4th, 2018

Table of Contents:

Version History

CLIENT VERSION HISTORY			
VERSION	**DATE**	**AUTHOR**	**CHANGE DESCRIPTION**
1.0		Rich Thomsen	
2.0			
3.0			

INTERNAL DRAFT VERSION HISTORY			
VERSION	**DATE**	**AUTHOR**	**CHANGE DESCRIPTION**
0.1	11/30	Rich Thomsen	

Introduction

Acknowledgement

Sirius Computer Solutions would like to thank the members of the State of Nebraska project team for their assistance in creating, validating and reviewing this document.

Purpose

This document defines the Project Management Plan including the project scope, schedule, quality, communications, and project controls process.

The purpose of the project is to install, configure and use the Hosted VOIP Telephony Service for 10634 phone located in 70 cities across Nebraska. The overall project will have 3 distinct phases:

1. Planning, Design & Scheduling
2. Infrastructure Deployment & ConfigurationSite Deployments (Locations grouped as Large, Medium & Small. Will involve multiple deployment teams)

You say "3" phases – but only list "2". ☺ Also – referencing the "technical approach" document I attached … I had decribed it as "4" steps… I think it is essentially the same basic layout you were following – just a little different way of slicing it up.

1. Core Architecture: Build the core Unified Communications architecture in the State's data centers
2. Provisioning: Review / Plan / Provision users as orders are received from the State
3. Installation: Onsite installation and cutover users per site (per each order)
4. Management: Provide ongoing management / monitoring of the core infrastructure and configured users

Project Goals, Charter and Scope

Project Goals

The following section outlines the goal(s) of the project and describes each goal in detail. Capturing and agreeing upon clearly defined goals for the project will provide a governance framework that will guide the resolution of any issues that the project may encounter and offer a basis for measurement of the project's success.

- Replace the core telephony services provided by the legacy Centrex solution with a new UC-as-a-Service (UCaaS) offering based on Cisco System's Unified Communications Manager (UCM), Instant Messaging & Presence (IM&P), and Unity Connection (CUC) platforms – monitored and operated by Sirius' Managed Services division.
- Provide a UCaaS platform capable of adding future communications capabilities / features as appropriate to the State's operation
- Leverage the State's existing data centers to provide a high-availability / geographically diverse communications infrastructure

- Provide both direct registration and Mobile & Remote Access (MRA) registration capabilities. The dual registration capabilities provided, increase resiliency & availability, increase flexibility in accommodating the different data network connectivity models, and offer the ability to provision mobile users / smart devices.
- Capitalize on the OCIO's familiarity and existing engineering skills related to Cisco UC solutions
- Install an inter-cluster trunk with the OCIO's existing Cisco UC cluster, so that the phone-system appears to be a single system from the perspective of the end users.

Project Scope

The Scope of the project will be detailed in the signed RFP proposal between Sirius and State of Nebraska.

Project Schedule

The project schedule is managed and maintained in a separate work product called the "Project Schedule". Here is an example in Microsoft Project. The plan is based upon a 6 month rollout, with a Project award of 8/1/2018.

Task Name	Duration	Start	Finish		Resources
⁴ Hosted VOIP Telephony Service	180.5 days	Wed 8/1/18	Wed 4/10/19		
⁴ Project Initiation	10.25 days	Wed 8/1/18	Wed 8/15/18		
Contract Award	0 days	Wed 8/1/18	Wed 8/1/18	8/1	
Internal Resource Staffing, Prep for Kickof	2 wks	Wed 8/1/18	Tue 8/14/18		Sirius
BOM finalized, Order Processed	2 wks	Wed 8/1/18	Tue 8/14/18		Cisco,Sirius
Kickoff Presentation	2 hrs	Wed 8/15/18	Wed 8/15/18		Sirius,State
⁴ Planning and Setup	15.25 days	Wed 8/15/18	Wed 9/5/18		
Discovery	7 days	Wed 8/15/18	Fri 8/24/18		Sirius,State
Planning and Design	8 days	Fri 8/24/18	Wed 9/5/18		Sirius
Design Review Presentation	2 hrs	Wed 9/5/18	Wed 9/5/18		Sirius,State
State Sign-off on Design	0 days	Wed 9/5/18	Wed 9/5/18	9/5	
Network Architecture Deliverable	0 days	Wed 9/5/18	Wed 9/5/18	9/5	
Detailed Project Plan Deliverable	0 days	Wed 9/5/18	Wed 9/5/18	9/5	
⁴ Inventory/HW handling	35 days	Wed 8/15/18	Tue 10/2/18		
Equipment Check-in at Sirius Integration Center	3 wks	Wed 8/15/18	Tue 9/4/18		Sirius,State
Asset tagging and MAC Address capture	4 wks	Wed 9/5/18	Tue 10/2/18		Sirius
Inventory Control Worksheet Deliverable	0 days	Tue 10/2/18	Tue 10/2/18	10/2	
Infrastructure Build	40 days	Wed 9/5/18	Wed 10/31/18		
Primary Site in Lincoln	4 wks	Wed 9/5/18	Wed 10/3/18		Sirius
Secondary Site in Omaha	3 wks	Wed 10/3/18	Wed 10/24/18		Sirius
Redundancy testing	1 wk	Wed 10/24/18	Wed 10/31/18		Sirius
CUCM Configuration, Dial Plan	3 wks	Wed 10/10/18	Wed 10/31/18		Sirius
Managed Services Support Setup	10 days	Wed 10/17/18	Wed 10/31/18		Sirius
⁴ Deployments	125 days	Wed 10/10/18	Wed 4/9/19		
Deployment team staffing and scheduling	4 wks	Wed 10/10/18	Wed 11/7/18		Wachter,Sirius
Deployment Schedule Deliverable	0 days	Wed 11/7/18	Wed 11/7/18	11/7	
Pilot Deployment and End User Training. Refine Deployment Process.	2 wks	Wed 11/7/18	Wed 11/21/18		Sirius,Wachter,State
Site Deployment run book Deliverable	0 days	Wed 11/21/18	Wed 11/21/18	11/21	
Site Deployments. Number of teams and implementation schedule to be determined by final Deployment Plan.	19 wks	Wed 11/21/18	Wed 4/3/19		Sirius,State,Wachter
Project Documentation and Close	1 wk	Wed 4/3/19	Wed 4/10/19		Sirius

Project Schedule Assumptions

The following assumptions have been made in developing the project schedule referenced above:
1. The above schedule is based upon the assumption of a 6 month rollout plan. This is a representative schedule and will be adjusted based upon implementation requirements of the State.
2. All work will be completed M-F unless otherwise agreed to by Sirius and State of Nebraska in support of this project.
3. Holidays impacted include New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas unless agreed too between Sirius and State of Nebraska.

Project Controls

Status Reporting

Status Meeting

A weekly status meeting will be conducted at a day and time to be determined.   The meeting will briefly review the status report from the prior week and discuss any open issues and risks. The goal is to address and resolve key issues and mitigate risks that could inhibit the successful execution of the project.

Participants or designated representatives in the status meeting will include:

- All engaged team members
- Subcontractors as required
- Contributing State resources involved with current activitie

Status Report

The Project Manager will deliver a weekly status report regarding the progress and overall status of the project. The status report will be delivered to:

- All engaged team members.
- State of Nebraska Stakeholders

Work Product Organization

Version Control

All work products will use a standard versioning convention. The following is the version control for 'draft' and 'final' work products:

1. The original draft will be Version 0.1
2. Subsequent drafts will be Version 0.2, Version 0.3, etc.
3. The first final version will be Version 1.0
4. Subsequent updates of the final version (if required):
   a. Minor changes: will become version 1.1, 1.2, etc.
   b. Major changes will become version 2.0, 3.0, etc.

The decision on how to number a version after the work product has been changed is at the discretion of the author.

Draft versions of work product will be saved in the Work Product Repository by the author.

The final version (1.0, 2.0, etc.) of a work product will be saved in the Work Product Repository by the author.

Any existing draft versions should be stored in an "Archive" location in the Work Product Repository.

Work Product Repository

The Work Product Repository shall be created at the beginning of the project and provide the ability to store electronic versions of the various work products that are being produced in the course of the project.

Sirius will create a ShareFile Repository on the Sirius ShareFile server to ensure that all work products delivered by Sirius will have been appropriately archived and secured.

Work Product Review and Sign-Off

The project will implement a review and sign-off process for completed work products to ensure consistency in how work products are reviewed and approved. All work products must adhere to the review and approval process. A work product will not be considered accepted until sign-off has been provided by the responsible stakeholder.

Role	Responsibilities
Work Product Owner	When a work product is completed, circulates the work product for review Conducts a review meeting, if requested by the Work Product Stakeholder, and notes any changes that may be necessary Modifies the work product and re-circulates it for another review cycle Makes any final revisions and publishes the final work product
Review Team	Reviews the work product for content and adherence to standards Participates in review meeting
Work Product Stakeholder	Reviews the work product and signs off with or without requests for revisions via an email to the Project Manager and author of the document.

Change Management

A project will be required to react and incorporate changes that may affect the project's scope, budget and/or schedule. To understand and manage the impact of changes, the project will implement a change management process. Anyone related to the project may submit a Change Request Form to initiate the change management process. No changes will be acted on unless both parties agree to and sign-off on the Change Request.

The following chart illustrates the change management responsibilities.

Role	Responsibilities
Project Manager	Logs the change request in the Change ManagementLog . Reviews change request with the project team, prioritizes it and assigns an owner to conduct an impact analysis Reviews change request and impact analysis with project stakeholder If change request is approved, adjusts project plan and assigns an owner responsible for implementing the change If the change request is not approved, notifies the requestor about the decision If the change request is deferred, suspends the change request, and reviews it again with the project stakeholder after a certain period of time Closes change request
Project Team	Reviews change request with Project Manager and determines prioritization Conducts impact analysis with Change Request Owner Implements the requested change, if the request has been approved
Change Request Owner	Responsible for conducting an impact analysis Responsible for ensuring that the change is implemented, if the request has been approved May be a different person between the impact analysis and the implementation of the change
Project Stakeholder	Approves the change request

Issue Management

Projects will encounter a certain amount of issues during their lifecycle. Issues typically come about as a result of decisions that need to be made to effectively proceed with specific tasks on the project. To efficiently manage and resolve issues, the project will implement an issue management process. Anyone associated with the project is encouraged to submit issues to the Project Manager that could create impact to the project. If an issue cannot easily be resolved, it may be reassigned and escalated to the appropriate stakeholder, management or executive level.

Role	Responsibilities
Project Manager	Logs the issue in the Issues Log . Reviews issue and progress with the project team, prioritizes it and assigns an owner Reprioritizes and reassigns the issue if escalation is necessary Updates Issues Log with state of the issue and progress information Closes or suspends issue
Project Team	Reviews issue and progress with Project Manager and determines prioritization Proposes potential resolution
Issue Owner	Responsible for driving a resolution to the issue (not necessarily finding or implementing the resolution) May be reassigned to higher levels of management as the issue is being escalated
Project Stakeholder	If required, approves the proposed and/or final resolution for the issue

Risk Management

The project encourages open communication of issues and potential risks among team members at every level. Risks are any potential events that could happen in the future and potentially impact the projects success. Risks are catagorized by their probability, impact, and mitigation plans are identified to effectively manage the risks. In this way, any risk can be identified, managed, and escalated from project team members to the Project Manager, to project stakeholders, management and executives. The following following chart depicts the roles and responsibilities associated with the Risk Management.

Role	Responsibilities
Project Manager	Logs the risk in the Risks Log Reviews risk and progress with the project team, prioritizes it and assigns an owner Reprioritizes and reassigns the risk if escalation is necessary Updates Risks Log with state of the risk and progress information Closes or suspends risk
Project Team	Reviews risk and progress with Project Manager and determines prioritization Proposes potential mitigation options

Risk Owner	Responsible for driving the risk mitigation (not necessarily finding and implementing the risk mitigation approach)
	May be reassigned to higher levels of management as the risk is being escalated
Project Stakeholder	If required, approves the proposed and/or final risk mitigation approach

Project Team Roles

Project Team
The members of the project team and their associated roles, including all stakeholders in the project, will be documented in the project Team Roster below.

Name	Company	Title	Role
Jeff Serfass	Sirius	Client Exec	Primary POC for Pre and Post Sales for HW orders
Mike Dempsey	Sirius	Network Architect	Architect for VOIP infrastructure
Casey Lee	Sirius	Network Telephony Architect	Architect for VOIP infrastructure
Joe Christenson	Sirius	Network Engineer	Implementation Engineer
Tyler Clemans	Sirius	Network Engineer	Implementation Engineer
Rich Thomsen	Sirius	Project Manager	Overall Project Manager
Monty Snyder	Wachter	Installation Team Manager	Team Lead and POC for engaging and Scheduling Wachter resources.

Communications Plan

Communication Standards

Urgent Communication

All urgent communication should be via phone, direct contact or text (instant messaging). Urgent messages are those that require a response within two to four hours, unless otherwise noted in the message.

Normal Communication

All non-urgent communication should be via phone, direct contact or e-mail, with e-mail being the preferred method of communication. Normal communications should be responded to within one business day of receipt.

Standards

The following applications and their associated versions will be the standards for this project:
- Microsoft Office 2010 (Excel, Word, PowerPoint), Visio 2010 and Project 2010
- There will be two distribution lists in Sirius' Outlook created for distribution of project information:
    1. One for general news to all Sirius project stakeholders.
    2. One for technical communications, including State of Nebraska stakeholders.

Communication Content and Methods

Meetings

Status Meeting: We will conduct a weekly status meeting on a day and time to be determined. It will be scheduled for 30 minutes, so please be on time. Note that this is a status meeting, not a technical workshop.

Technical Issues Meeting: There will be a one hour meeting scheduled once a week to discuss and resolve technical issues. Day and Time to be determined.

General: Meetings are conducted to share information about the project and often involve many fellow workers. Please follow basic meeting etiquette:
1. Be on time. If you cannot attend, send someone in your place. It is your responsibility to keep up with the status and issues.
2. When you get a meeting invitation, please reply. If you can't attend, forward the invitation to someone on your team who can represent you.
3. Don't interrupt. Don't conduct side meetings.

Performance Reporting

Performance reporting includes the collection and distribution of information that indicates the project performance. This is accomplished through regular status reports, progress reports, and forecasting.

Project Repository

All deliverables, work products, and project control documentation (ie: Status Reports) can be found on the Sirius Project ShareFile Site. The specific URL will be distributed at the project Kickoff meeting. Access to the site can be provided by the Sirius Project Manager.

Project Artifacts and Content

The following table shows what information is available to team members and other stakeholders for various reporting needs such as status reporting, deliverable reviews, time and expense reporting, marketing materials, etc.

Project Artifact	Description (content and purpose)	Owner	Frequency	Format/ Media	Audience
Progress / Performance Information					
Internal Status Rpt	Status of the project & all issues	PM	Weekly (Wed p.m.)	Written	Internal stakeholders
Administrative Information					
Issues Log	List of project issues	PM	As they occur	Written, Posted on ShareFile	Project Stakeholders
Change Log	List of pending and approved changes	PM	Daily, as they occur	Written, Posted on ShareFile	Project Stakeholders
Meeting Notes	Action items and notes from meetings	PM	After Each Meeting	Written, emailed to team	Meeting Participants & Action Item Owners
Team Member Timesheets	Hours spent on project-related activities	Team Members	Weekly	SalesForce	PM
Project Expenses	Expenses incurred as a result of the project	Team Members	Weekly	SalesForce	PM

Escalation Plan:

The Escalation Process will be used to ensure critical issues are raised soon enough to prevent undesirable impacts to the Hosted VOIP Telephony Service Project and to ensure the appropriate parties are informed and involved in critical decision-making. The Project Manager, Sponsor and stakeholders shall always strive to make decisions and address issues at the lowest possible level.

The process of escalation is as follows depending upon the situation:

Escalation Type	When to Escalate	How to Escalate
HR Problem	Immediately	Initially inform the State of Nebraska or Sirius Project Manager and directly engage to the Reporting Manager of that individual as appropriate
Resource Availability	Immediately with the PM and Resource Manager. Senior Management should be notified within 3 days if no resolution.	Inform the State of Nebraska or Sirius Project Manager, and the PM is responsible for engaging the Resource Manager of that individual and further escalating as required depending upon the severity of the impact to the project.
Technical Problem	Initial notification to PM in 1 day. Escalate to Services Practices Director and Sponsor within 1 week if not resolved.	Inform the State of Nebraska or Sirius Project Manager. The PM is responsible for ensuring that the technical resources on the project and their Directors along with any other resources are appropriately engaged to resolve the problem. Anyone can escalate a Technical Problem above the PM and the Sirius Engineering team should the issue be deemed critical and have the potential for an undesirable impact. The recommended escalation path is defined below, beginning with the PM, and skipping onto the Sirius Services Practice Director.
Scope / Schedule / Budget / Quality Problem	Initial notification to PM within 1 day. Escalate to Management and Sponsor within 1 week or less. If the Sponsor and management team is not satisfied with resolution, Senior Management should be notified within the next week.	The Project Managers are responsible for managing these elements of the project, and keeping the Project Sponsor and Sirius Management team informed of any significant changes. Anyone can escalate any Project Related problem above the PM should the issue be deemed critical and have the potential for an undesirable impact. The recommended Escalation Path is defined below beginning with the PM.

Sirius Escalation Contacts (4 Levels)

Name	Project Role	Email	Office Phone	Cell Phone
1st - Rich Thomsen	Project Manager	Rich.Thomsen@siriuscom.com	402-431-6061	402-319-1485
1st - Rob Poage	Managed Services Acct Manager Team Lead	Rob.Poage@siriuscom.com	402-965-2311	
2nd - Jeff Serfass	Client Executive	Jeff.Serfass@siriuscom.com	402-965-2406	402-203-7938
2nd - Terry Fisher	Dir, Svc Mgmt & Governance	Terry.Fisher@siriuscom.com	402-431-6089	
3rd - Brian Nguyen	Services Director	Brian.Nguyen@siriuscom.com	402-965-2363	
4th - Cindy Soukup	VP Infrastructure Solutio	cindi.soukup@siriuscom.com	402-431-5645	

Client Escalation Contacts

Name	Project Role	Email	Office Phone	Cell Phone
Bob Howard	Project Sponsor			

Approvals

Project Owner	NAME		Dept.	
Action	☐ Approve		☐ Approve with Revisions	
Revisions				
Signature			Date	

Project Manager	NAME		Dept.	
Action	☐ Approve		☐ Approve with Revisions	
Revisions				
Signature			Date	

Stakeholder	NAME		Dept.	
Action	☐ Approve		☐ Approve with Revisions	
Revisions				
Signature			Date	

Stakeholder	NAME		Dept.	
Action	☐ Approve		☐ Approve with Revisions	
Revisions				
Signature			Date	