

# STATE OF NEBRASKA CONTRACT AWARD

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

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

**CONTRACT NUMBER**  
**15188 OC**

PAGE 1 of 3	ORDER DATE 09/13/19
BUSINESS UNIT 65070032	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1164833	
VENDOR ADDRESS:  INTERNATIONAL BUSINESS MACHINES CORP DBA IBM 1111 N 102ND CT STE 231 OMAHA NE 68114-2194	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**SEPTEMBER 16, 2019 THROUGH JULY 01, 2021**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 6147 OF

Contract to supply and deliver IBM Enterprise Software and Service Option to the State of Nebraska as per the attached specifications for the contract period September 16, 2019 through July 1, 2021.

Vendor Contact: Carolyn Boss  
Phone: 515-240-8935  
E-Mail: caboss@us.ibm.com

(09/13/19 ml)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	NEW Z/OTC PRODUCT Y1 6/30/2019	1.0000	EA	2,293,704.0000
2	NEW Z/OTC & PPA PRODUCT Y1 6/30/2019	1.0000	EA	3,525,363.2100
3	EXISTING RENEWALS Y1 6/30/2019	1.0000	EA	448,352.8100
4	EXISTING RENEWALS Y1 6/30/2019	1.0000	EA	225,296.7000
5	EXISTING RENEWALS Y1 6/30/2019	1.0000	EA	1,095,417.7800
6	EXISTING RENEWALS	1.0000	EA	66,464.7500

9/13/19  
Nancy Storant  
BUYER  
MATERIEL ADMINISTRATOR  
9/13/19

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PAGE 2 of 3	ORDER DATE 09/13/19
BUSINESS UNIT 65070032	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1164833	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Y1 6/30/2019			
7	EXISTING RENEWALS Y1 6/30/2019	1.0000	EA	31,783.9900
8	EXISTING RENEWALS Y1 6/30/2019	1.0000	EA	117,035.6500
9	EXISTING RENEWALS Y1 6/30/2019	1.0000	EA	452,515.9700
10	SAAS SUBSCRIPTION FEES Y1 6/30/2019	1.0000	EA	405,828.2400
11	MONTHLY LICENSING CHARGES Y1 9/1/2019	1.0000	EA	336,945.0100
12	MONTHLY LICENSING CHARGES Y1 9/1/2019	1.0000	EA	23,423.9900
13	EXISTING RENEWALS Y1 9/1/2019	1.0000	EA	745,010.0800
14	MONTHLY LICENSING CHARGES Y1 12/1/2019	1.0000	EA	350,422.8200
15	MONTHLY LICENSING CHARGES Y1 12/1/2019	1.0000	EA	24,360.9400
16	MONTHLY LICENSING CHARGES Y1 4/1/2020	1.0000	EA	350,422.8200
17	MONTHLY LICENSING CHARGES Y1 4/1/2020	1.0000	EA	24,360.9400
18	NEW PRODUCT Y2 6/30/2020	1.0000	EA	1,056,329.9000
19	MONTHLY LICENSING CHARGES Y2 6/30/2020	1.0000	EA	350,422.8200
20	MONTHLY LICENSING CHARGES Y2 6/30/2020	1.0000	EA	24,360.9400
21	EXISTING RENEWALS	1.0000	EA	2,273,531.8200



BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

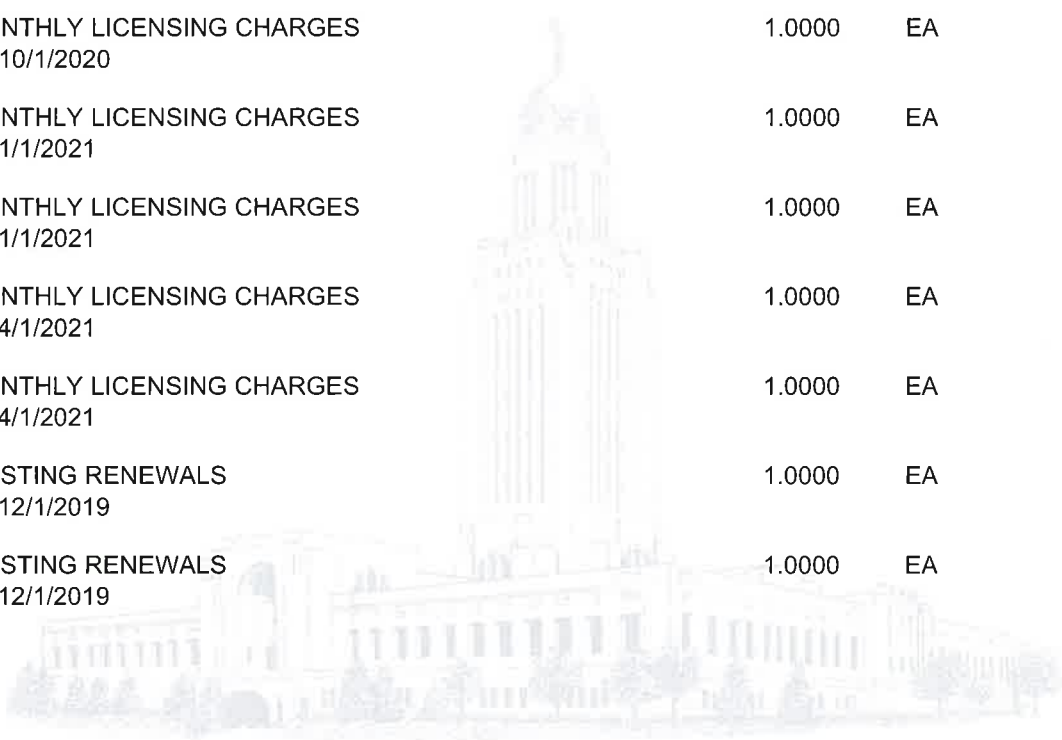
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PAGE 3 of 3		ORDER DATE 09/13/19	
BUSINESS UNIT 65070032		BUYER NANCY STORANT (AS)	
VENDOR NUMBER: 1164833			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Y2 6/30/2020			
22	MONTHLY LICENSING CHARGES Y2 10/1/2020	1.0000	EA	350,422.8200
23	MONTHLY LICENSING CHARGES Y2 10/1/2020	1.0000	EA	24,360.9400
24	MONTHLY LICENSING CHARGES Y2 1/1/2021	1.0000	EA	364,439.7300
25	MONTHLY LICENSING CHARGES Y2 1/1/2021	1.0000	EA	25,335.3800
26	MONTHLY LICENSING CHARGES Y2 4/1/2021	1.0000	EA	364,439.7300
27	MONTHLY LICENSING CHARGES Y2 4/1/2021	1.0000	EA	25,335.3800
28	EXISTING RENEWALS Y1 12/1/2019	1.0000	EA	13,811.3800
29	EXISTING RENEWALS Y1 12/1/2019	1.0000	EA	10,901.8000



BUYER INITIALS

# State of Nebraska - INVITATION TO BID CONTRACT

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

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

Date	9/10/19	Page	1 of 3
Solicitation Number	6147 OF		
Opening Date and Time	<b>RETURN MAIL</b>		
Buyer	NANCY STORANT (AS)		

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

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

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

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

Contract to supply and deliver IBM Enterprise Software and Service Option to the State of Nebraska as per the attached specifications for a two (2) year period from date of award.

(09/10/19 ml) \*IBM ESSO Agreement expired July 1, 2021 CAB

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	NEW Z/OTC PRODUCT Y1 6/30/2019	2,293,704.0000	EA	<del>_____</del>	<del>_____</del>
2	NEW Z/OTC & PPA PRODUCT Y1 6/30/2019	3,525,363.2100	EA	<del>_____</del>	<del>_____</del>
3	EXISTING RENEWALS Y1 6/30/2019	448,352.8100	EA	<del>_____</del>	<del>_____</del>
4	EXISTING RENEWALS Y1 6/30/2019	225,296.7000	EA	<del>_____</del>	<del>_____</del>
5	EXISTING RENEWALS	1,095,417.7800	EA	<del>_____</del>	<del>_____</del>

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 45 DAYS per statute

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

Sign Here Carolyn Boss  
(Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# \_\_\_\_\_  
VENDOR: IBM Corporation  
Address: 1 Orchard Rd.  
Armonk, NY 10504

Contact Carolyn Boss  
Telephone 515-240-8935  
Facsimile \_\_\_\_\_  
Email caboss@us.ibm.com

CAB  
IBM does not agree to all requested terms & conditions.  
The ESSO Agreement is the prevailing document & governs  
all software it lists.

# State of Nebraska - INVITATION TO BID CONTRACT

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28	EXISTING RENEWALS Y1 12/1/2019	13,811.3800	EA		
29	EXISTING RENEWALS Y1 12/1/2019	10,901.8000	EA		

*For line items 1 - 29 please refer to IBM  
ESSO contract, Schedule B - Invoicing  
Detail by Department*

## INVITATION TO BID

### Number 6147 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a commodity contract, ITB Number 6147 OF for the purpose of selecting a qualified Contractor to provide an IBM Enterprise Software and Services Option. A more detailed description can be found in Section VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be Two (2) years commencing upon execution of the contract by the State and the Contractor (Parties). The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

#### INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:

<http://das.nebraska.gov/materiel/purchasing.html>

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful Contractor's proposal or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov>

In addition and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all proposals or responses received regarding this solicitation will be posted to the SPB website.

These postings will include the entire proposal or response. Contractor must request that proprietary information be excluded from the posting. The Contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The Contractor must submit a **detailed written document showing** that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE CONTRACTOR MAY NOT ASSERT THAT THE ENTIRE PROPOSAL OR RESPONSE IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Contractor will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Contractor will be informed. It will be the Contractor's responsibility to defend the Contractor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

**Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.**

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance

**Addendum:** Something to be added or deleted to an existing document; a supplement

**After Receipt of Order (ARO):** After Receipt of Order

**Agency:** Using agencies shall mean and include all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

**Agent/Representative:** A person authorized to act on behalf of another

**Amend:** To alter or change by adding, subtracting, or substituting

**Amendment:** A written correction or alteration to a document

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use

**Automated Clearing House (ACH):** Electronic network for financial transactions in the United States

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation

**Best and Final Offer (BAFO):** In a competitive proposal, the final offer submitted which contains contractor's most favorable terms for price

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor will not withdraw the proposal

**Bidder:** A contractor who submits an offer proposal in response to a written solicitation

**Breach:** Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity

**Business Day:** Any weekday, except State-recognized holidays

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays

**Cancellation:** To call off or revoke a proposal, purchase order or contract without expectation of conducting or performing at a later time

**Catalog/Non-Core:** A printed or electronic list of products a contractor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items

**Central Processing Unit (CPU):** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software

**Change Order:** Document that provides amendments to an executed purchase order

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named

competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement

**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor

**Contract Period:** The duration of the contract

**Contractor:** An individual or entity lawfully conducting business in the State, who seeks or agrees to provide goods or services under the terms of a written contract.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work

**Core List:** Items specifically listed on the solicitation upon which a proposal is evaluated for award

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or goods provided by a Contractor

**Default:** The omission or failure to perform a contractual duty

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract

**Evaluation:** The process of examining an offer after opening to determine the contractor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposal/s (offers made in response to written solicitations)

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period"

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the solicitation, or contract are completed.

**Interested Party:** A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein

**Invalid Proposal:** A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

**Invitation to Bid (ITB):** A written solicitation utilized for obtaining competitive offers for Services or Goods

**Late Proposal:** An offer received after the Opening Date and Time

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently

**Mandatory/Must:** Required, compulsory, or obligatory

**May:** Discretionary, permitted; used to express possibility

**Module (see System):** A collection of routines and data structures that perform a specific function of software

**Must:** See Mandatory/Must and Shall/Will/Must

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services

**Non-core:** See Catalog.

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal proposals

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back

**Payroll & Financial Center (PFC):** Electronic procurement system of record

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination

**Point of Contact (POC):** The person designated to receive communications and to communicate

**Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error

**Program Set:** The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract

**Proposal:** An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information

**Protest/Grievance:** A complaint about a governmental action or decision related to the solicitation or resultant contract, brought by a contractor who has timely submitted a proposal response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result

**Public Proposal Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend

**Quote:** See Proposal

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication,

and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

**Release Date:** The date of public release of the written solicitation to seek offers

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension

**Request for Information (RFI):** A general invitation to contractor is requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation

**Responsible Contractor:** A Contractor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance

**Responsive Contractor:** A Contractor who has submitted a proposal which conforms to all requirements of the solicitation document

**Shall:** See Must

**Should:** Expected; suggested, but not necessarily mandatory

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its contractor, or market conditions

**Sole Source – Service:** A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract

**Statutory:** These clauses are controlled by state law and are not subject to negotiation

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity

**Termination:** Occurs when the contract expires or either party, pursuant to a power created by agreement or law puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives

**Third-Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4))

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office

**Upgrade:** Any change that improves or alters the basic function of a product of service

**Vendor Performance Report:** A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

**Vendor:** Inclusive term for any Bidder or Contractor.

**Will:** See Mandatory/Must/Shell

**Work Day:** See Business Day

## ACRONYM LIST

**ARO** – After Receipt of Order

**ACH** – Automated Clearing House

**BAFO** – Best and Final Offer

**COI** – Certificate of Insurance

**CPU** – Central Processing Unit

**DAS** – Department of Administrative Services

**F.O.B.** – Free on Board

**ITB** – Invitation to Bid

**NIGP** – National Institute for Governmental Purchasing

**PA** – Participating Addendum

**RFI** – Request for Information

**RFP** – Request for Proposal

**SPB** – State Purchasing Bureau

## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractors who will be responsible for providing IBM Enterprise Software and Services Option at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective Contractors are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the solicitation.

### B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with SPB. The point of contact (POC) for the procurement is as follows:

Name: Nancy Storant  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: [as.materieipurchasing@nebraska.gov](mailto:as.materieipurchasing@nebraska.gov)

From the date the solicitation is issued until the Intent to Award is issued, communication from the Contractor is limited to the POC listed above. After the Intent to Award is issued, the Contractor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Contractors shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by POC; and
3. Contact required for negotiation and execution of the final contract.

*The State reserves the right to reject a contractor's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.*

**C. SCHEDULE OF EVENTS**

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release solicitation	September 10, 2019
	Proposal Opening	
2.	Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 16, 2019 2:00 PM Central Time
3.	Contract finalization period	September 16, 2019 Through September 18, 2019
4.	Contract award	September 19, 2019
5.	Contractor start date	September 19, 2019

**D. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All Contractors must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Contractor who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**E. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if a Contractor commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Contractor shall have an affirmative duty to report any violations of this clause by the Contractor throughout the bidding process, and throughout the term of this contract for the successful Contractor and their subcontractors.

**F. DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the solicitation (Sections II through VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the Contractor in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, solicitation requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

**G. SUBMISSION OF PROPOSALS**

**\*\*\*ALL PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER!\*\*\***

Contractors should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Contractor is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Contractor Proposal Point of Contact". Proposals must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container

or contractor's proposal response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number should be included in all correspondence. The State will not furnish packaging and sealing materials. It is the contractor's responsibility to ensure the ITB is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. 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.

The Invitation to Bid form must be manually signed in an indelible manner and returned by the proposal opening date and time along with the contractor's Invitation to Bid along with any other requirements as stated in the Invitation to Bid document in order for the contractor's Invitation to Bid response to be evaluated.

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

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the contractor's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the Invitation to Bid, the contractor guarantees compliance with the provisions stated in this ITB.

The State shall not incur any liability for any costs incurred by contractors in replying to this ITB, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this ITB.

**H. PROPOSAL PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by Contractors in replying to this solicitation, including any activity related to bidding on this solicitation.

**I. FAILURE TO COMPLY WITH INVITATION TO BID**

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Contractor's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; or,
7. Suspension of the Contractor from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**J. PROPOSAL CORRECTIONS**

A contractor may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**K. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the Contractor and at Contractor's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

**L. PROPOSAL OPENING**

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the proposal for goods, the buyer may read the proposals aloud or allow proposals be available for viewing by the public during the proposal opening. Once the proposal opening has concluded, the proposals will not be available for viewing until the Intent to Award has been posted. An initial proposal tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting contractor, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the Public Records Act, or if ordered to release any withheld information, said information may then be released. The submitting contractor will be notified of the release and it shall be the obligation of the submitting contractor to take further action, if it believes the information should not be released.



**M. INVITATION TO BID/PROPOSAL REQUIREMENTS**

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Commodity ITB form signed using an indelible method (electronic signatures are acceptable);
2. Clarity and responsiveness of the proposal;
3. Completed Sections VI;
4. Completed ITB Form or State's Cost Sheet.

**N. EVALUATION COMMITTEE**

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

**O. EVALUATION OF PROPOSALS**

All proposals that are responsive to the solicitation will be evaluated based on the following:

1. Cost Proposal

**Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder.** Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

**Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.** When a state contract is to be awarded to the lowest responsible contractor, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident contractor, if all other factors are equal.

**Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.**

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the ITB cover page under "Contractor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the contractor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the contractor from consideration of the preference.

**P. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The State may determine that oral interviews/presentations and/or demonstrations are required. Every contractor may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select contractors to present/give oral interviews. The evaluations from the oral interviews/presentations and/or demonstrations will be combined with the previous evaluations if there were previous evaluations. The presentation process will allow the contractors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Contractors' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting contractor will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the contractor, but the State reserves the right to refuse or not consider the offered materials. Contractors shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the contractors regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the contractor and will not be compensated by the State.

**Q. BEST AND FINAL OFFER**

If best and final offers (BAFO) are requested by the State and submitted by the contractor, they will be evaluated (using the stated BAFO criteria) and ranked by the Evaluation Committee. The State reserves the right to conduct more than one BAFO. The award will then be granted to the lowest responsible contractor. However, a contractor should provide its best offer in its original proposal. Contractors should not expect that the State will request a BAFO.

**R. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

**S. AWARD**

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's solicitation process and in contractor proposals that are not material, do not compromise the solicitation process or a contractor's proposal, and do not improve a contractor's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more contractors; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

**T. SPECIFICATIONS**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Contractor may offer any brands which meets or exceeds the specification. When a specific product is required, the solicitation will so

state. Any item proposal is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**U. ALTERNATE/EQUIVALENT PROPOSALS**

Contractor may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Contractor must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the Contractor shall be held liable therefore.

**V. LUMP SUM OR "ALL OR NONE" PROPOSALS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Contractors may submit a proposal on an "all or none" or "lump sum" basis, but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and Contractor declines to accept award on individual items; a "lump sum" proposal is one in which the Contractor offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

**W. EMAIL SUBMISSIONS**

SPB will not accept proposals by email, electronic, voice, or telephone proposals **except** for one-time purchases under \$50,000.00.

**X. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

**Y. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

## II. PAYMENT

### A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §81-2403 states "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency" Standard term is to pay after deliverables and that any alteration of that standard term should be carefully considered and used only when absolutely necessary to accommodate certain critical exceptions, i.e. insurance premiums, etc. that must be paid in advance.

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

### B. TAXES (Statutory)

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

### C. INVOICES

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

### D. PAYMENT (Statutory)

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

### E. 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).

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

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

### G. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

*The IBM ESSO agreement is the prevailing contract & its terms & conditions govern the Software listed.*



*CAB*

The terms of this Enterprise Software and Services Option ("Agreement") between State of Nebraska ("Client", also called "Customer", "you" and "your") and International Business Machines Corporation ("IBM") allow Client to acquire the ESSO Offerings defined below for one bottom-line price, payable in installments.

The terms of this Agreement are in addition to and may modify (for the purposes of this Agreement only) those of the "Associated Documents" (specified below) that govern the acquisition of the ESSO Offerings. The terms of the Associated Documents are incorporated into this Agreement by reference.

**1. Definitions**

The definitions in the Associated Document(s) shall apply to any capitalized term in this Agreement, unless such term is modified by this Agreement.

**Actual Inventory Value** means the cumulative sum of the recurring license charges of the installed MLC Programs for the period reflected in the MLC Maximum Table below. IBM will calculate the Actual Inventory Value based on the most beneficial license pricing metric in Client's ICA and its Attachments for which Client qualified at the time of usage (e.g., WLC, PSLC). Actual Inventory Value does not include any charges for use of MLC Programs on Specialty Engine Capacity used to execute exclusively Authorized Workload, but Actual Inventory Value does include charges for any Specialty Engine Capacity used to execute any workload other than Authorized Workload (such charges to be calculated at the rates applicable to General Purpose Capacity). If it is determined that at any time Client did not qualify for a license pricing metric that was used to calculate the Actual Inventory Value, it will be recalculated using the pricing metric for which Client did qualify for such time period, and Client will be responsible for full payment of any additional amounts. If it is determined that at any time Client was executing any workload other than Authorized Workload on Specialty Engine Capacity, the Actual Inventory Value will be recalculated using the charges for the MLC Programs installed on such Specialty Engine Capacity which are applicable to General Purpose Engine Capacity and Client will be responsible for full payment of any additional amounts. In addition, if Client uses any Unauthorized Built-in-Capacity, Client agrees to pay for such Capacity, at the charges for such Capacity as if it was acquired from IBM at the prices for which Client then qualified.

**Authorized Workload** means the specific, limited workload (including, without limitation, programs, code, or machine readable instructions) that IBM has specifically authorized in writing (including in Announcement Letters) for execution on a particular type of Specialty Engine Capacity. For each type of Specialty Engine, the capacity to process all workloads other than Authorized Workloads is Unauthorized Built-in-Capacity.

**Capacity** means processor, memory, or other Machine resource that is installed on a System z Machine. Capacity may include: (1) General Purpose Engine Capacity (a processor on or in conjunction with which IBM authorizes Client to use IBM License Machine Code ("LMC") or Licensed Internal Code ("LIC") to execute any and all types of workload. IBM designates General Purpose Engines by feature code); (2) Specialty Engine Capacity, including System z Application Assist Processors ("zAAP") and System z Integrated Information Processor ("zIIP") (a processor on or in conjunction with which IBM has restricted use to execute only Authorized Workloads and on or in conjunction with which IBM authorizes Client to use IBM LMC or LIC to execute only Authorized Workloads. IBM designates Specialty Engines by feature code); and (3) Unauthorized Built-in-Capacity (Built in Capacity that is not authorized by IBM for access or use).

**Cross-Brand Allotment ("CBA")** means funds included in the Option Charges that will be held on account for Client's acquisitions of CBA Offerings in accordance with the terms of this Agreement.

**CBA Offerings** means prospective purchases made using CBA, directly from IBM, of IBM Programs and Appliances, Eligible Cloud Services and IBM Program-related Services performed directly by IBM Software Lab Services. CBA Offerings do not include MLC to one-time charge Program conversions, equipment leases or outsourcing services.

**Eligible Cloud Services** means software as a service and infrastructure as a service subject to the IPAA, the International Agreement for Selected IBM SaaS Offerings or the Cloud Service Agreement. Eligible Cloud Services do not include IBM Global Technology Services or IBM Global Business Services offerings or services.



## ESSO Option

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**MLC Programs** means the IBM System z Programs that are licensed under the ICA or an equivalent agreement which are deployed within Client's Enterprise and which are subject to recurring charges. "MLC Programs" do not include other recurring charge offerings including, but not limited to, S&S.

**Mutually Agreed Pricing** means the pricing offered for an ESSO Offering that Client agrees to acquire that is within IBM's then current established standalone selling price for such ESSO Offering.

**Option Charges** means the sum of the charges for the ESSO Offerings (as defined below).

### 2. Contract Term

This Agreement starts on **June 28, 2019 ("Start Date")** and remains in effect up to and including **June 30, 2021 ("End Date")**, unless terminated earlier as provided herein. Client may only purchase ESSO Offerings (as defined below) during the contract term.

### 3. ESSO Offerings

The offerings that qualify for the terms of this Agreement ("**ESSO Offerings**") may only be acquired directly from IBM and are as follows:

- a. CBA and CBA Offerings
- b. Products included in Schedule A – Products List including any applicable Attachments, which is attached to and made part of this Agreement (the "**Listed Software Products**"), are comprised of the following:
  - i. Products and Programs
  - ii. IBM Subscription and Support ("**S&S**") renewals for previously acquired Programs
  - iii. Appliances and associated maintenance and S&S as set forth on Attachment B
  - iv. Fixed Term Licenses
  - v. Eligible Cloud Services

Included in the Option Charges are charges for any applicable S&S and such S&S has a coverage period up to and including **June 30, 2021** unless otherwise specified in the Schedule A – Products List.

Appliances and the associated Maintenance and Subscription and Support acquired under this Agreement are listed on **Attachment B - the Supplement for Purchase of IBM Appliances and Appliance Services ("Appliance Supplement")**, and has coverage period up to and including **June 30, 2021**. Appliances are subject to the terms and conditions of the IPAA, the Appliance Supplement, and this Agreement.

If S&S is withdrawn by IBM on or before **June 30, 2021** for a Listed Software Product, prior to the date of such withdrawal, IBM in its sole discretion, will either continue to provide S&S to you for that Listed Software Product until the end of the then current coverage period or apply a prorated credit amount to your CBA, as reasonably determined by IBM for such withdrawn S&S at the beginning of each coverage date period for the Listed Software Product subject to such withdrawal.

### 4. Associated Documents and Use of ESSO Offerings

The following IBM Agreements comprise the Associated Documents and govern the use of ESSO Offerings:

1. IBM Customer Agreement ("**ICA**") Number: HW67256 Dated: June 13, 2006, which governs MLC Programs, Machines, and Services;
2. IBM International Passport Advantage Agreement ("**IPAA**") Numbers: 00141, 122064, and 135695, which governs IPAA Programs, IPAA Appliances, IPAA SaaS, IPAA IBM Cloud Services, and associated Subscription and Support;
3. IBM International Program License Agreement ("**IPLA**"), which governs System z Programs and IPAA Programs;
4. International Agreement for the Acquisition of Software Maintenance ("**IAASM**"), which governs System z Programs Software Maintenance;



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5. IBM License Agreement for Machine Code, which governs machine code on Appliances and Machines;
6. General Terms for Cloud Offerings and their Service Descriptions, which govern Eligible Cloud Services are set forth at: <http://www.ibm.com/software/sla/sladbnst/sla/saas/>.

### 5. Provisions for Cross-Brand Allotment Offerings

Included in the Option Charges are the following available CBA amounts listed in the CBA Availability Table.

CBA AVAILABILITY TABLE	
Date Availability	Incremental Amount Available
June 30, 2019	\$360,369.00
September 1, 2019	\$360,369.00
December 1, 2019	\$374,783.76
April 1, 2020	\$374,783.76
July 1, 2020	\$374,783.76
October 1, 2020	\$374,783.76
January 1, 2021	\$389,775.11
April 1, 2021	\$389,775.11

Client may use available CBA to acquire CBA Offerings at the discounts listed on the CBA Pricing Table.

Client may use the CBA to acquire other CBA Offerings not listed on the CBA Pricing Table, and the products and services of wholly owned IBM subsidiaries that have been generally enabled for inclusion in ESSO Offerings at Mutually Agreed Pricing.

Items acquired using the CBA must be ordered via a written communication ("CBA Written Order") prior to the earlier of June 30, 2021 or the date of termination of this Agreement. The CBA Written Order must include the description of the products or services Client is acquiring; references to the price quote provided to Client by IBM; and indicate that Client intends to use the CBA to pay for or otherwise finance such products or services.

CBA PRICING TABLE		
Category Number	Description of Qualifying Elements	Discount off price at the time of acquisition
1	MLC Programs	19% off Actual Inventory Value

IBM services will be provided pursuant to a Statement of Work agreed to by the parties and issued under the ICA or any equivalent agreement in effect between the parties. Any services acquired using CBA funds must be contracted after the Start Date and completed prior to the earlier of June 30, 2021 or the termination of this Agreement. CBA may not be used for travel and living expenses which will be billed separately.

**Accelerating CBA** If Client wishes to accelerate the payment of prospective Option Charges to accelerate CBA, Client must request an amendment of this Agreement. The Option Charges and the available CBA will be restated in the mutually agreed-upon amendment to reflect such pre-payment.

**Expiration of the CBA** Any remaining CBA after the End Date will not be refunded or carried forward into any future period and will be automatically forfeited as of the End Date.



**5.1. Use of CBA for MLC Programs**

Client qualifies for the Category 1 discounts in the CBA Pricing Table if Client's CBA is available and the Actual Inventory Value has not reached the relevant MLC Annual Maximums specified below. If Client does not satisfy these conditions, then Client agrees to pay for such MLC Programs at the prices for which Client then qualifies, as IBM specifies in its invoice to Client.

<b>MLC Annual Maximum Table</b>			
	<b>Period Start Date</b>	<b>Period End Date</b>	<b>MLC Annual Maximum</b>
<b>Period</b>	July 1, 2019	June 30, 2020	\$1,815,192.00
<b>Period</b>	July 1, 2020	June 30, 2021	\$1,887,799.68

The MLC Programs may only be used by that part of Client's Enterprise that existed as of the Start Date of this Agreement and not by any business entities or portions of business entities that become part of Client's Enterprise through merger or acquisition activity after the Start Date of this Agreement. Client must have exclusive authority to determine who may access the MLC Programs, Client must control the premises where the machines on which the MLC Programs are installed reside ("MLC Machines"), and Client must operate the MLC Machines.

The Current List of Active MLC Programs is included in this Agreement as Attachment A and is for reference purposes only to reflect your MLC install base in effect upon execution of this Agreement.

Client acknowledges that (1) the MLC Annual Maximum has been set by Client based on inventories, operating environments, and growth projections provided by Client, and (2) Client understands the basis on which the MLC Annual Maximum has been calculated.

Client agrees that the CBA funds will be applied automatically to the monthly invoice for MLC Programs based on the discounts described in the CBA Pricing Table and that a Purchase Order is not required. The CBA balance will be documented monthly between IBM and Client in a mutually agreed format. Client further agrees that the discount applicable to MLC Programs that is reflected in the CBA Pricing Table will not apply to MLC Programs that are contracted under a separate agreement.

Client may choose to stop using the CBA for MLC Programs by providing written notification to IBM no later than one month before Client would like to stop using the CBA for that purpose, regardless of whether it was prepaid. Any unused amounts will revert back to the CBA fund. Client may cancel MLC Programs pursuant to the terms of the governing Associated Document.

**6. Eligible Cloud Services**

IBM provides the Eligible Cloud Services for the Subscription Period listed on Schedule A Table C - Eligible Cloud Services to Client on the date that Client is notified by IBM that Client's access to the Eligible Cloud Services is available (the "Provisioning Date").

The Service Description(s) applicable to the Eligible Cloud Services Subscription remain in effect until the expiration of the Subscription Period.

At the conclusion of the Subscription Period, the service will terminate, unless client notifies IBM of a change in writing at least 30 days prior to the subscription end date.

Notwithstanding the terms of this Agreement, or our prior practice, payment for the Additional Cloud Services Charges is not contingent upon issuance of a purchase order or customer equivalent order letter. All approvals required to issue payment for Additional Cloud Services Charges have been obtained. Payment in full for Additional Cloud Services Charges is due upon receipt of invoice. The "bill to" and "ship to" addresses, along with specific ordering information and amounts due for Additional Cloud Services Charges under this





## ESSO Option

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Agreement, are included in this Agreement or in the Associated Documents related hereto. The order for the Additional Cloud Services Charges is firm and irrevocable upon the determination of such charges by IBM.

### 7. Substitution

Prior to the earlier of the termination of the Agreement or June 30, 2021 and subject to the Quantities listed on **SCHEDULE A – PRODUCTS LIST, TABLE D - NEW IPAA PROGRAMS**, Client may exchange on a dollar-for-dollar basis, according to the unit exchange price contained on Schedule A for each Listed Program (“Unit Exchange Price”), any quantity of a Listed Program on Schedule A that has not been deployed (“Substitutable Program”), and replace it with quantities of other Listed Program(s) listed on Schedule A that have the same aggregate Unit Exchange Price. The aggregate Dollar amount of the Unit Exchange Prices for the quantity of Substitutable Programs that Client may replace may not exceed \$1,831,850. (the “Total Cap”). Notwithstanding the foregoing, if IBM has withdrawn support, then Client may not further increase the licensed quantity for the affected Listed Program using substitution.

Client must notify IBM, in writing, of the name and quantities of all the Programs involved in the substitution before Client may deploy quantities of Programs selected using substitution as described above. IBM will issue updated proof(s) of entitlement for Programs substituted in accordance with the preceding paragraph once all of the requirements described above have been met. Once a Program’s quantity has been increased using substitution, it may not be decreased by any subsequent substitution. If a Substitutable Program has been replaced using substitution with a Program that requires a license key, IBM will provide Client with the quantity of license keys needed to use the Program.

### 8. Fixed Term Licenses

Fixed Term License Programs previously acquired under this Agreement are listed on **Schedule A Table E - New Fixed Term License IPAA Programs**.

Client may elect to cancel Fixed Term Licenses by giving IBM 30 days’ written notice, and in exchange receive a prorated credit for any whole remaining months of the remaining prepaid term to be applied to Client’s CBA. The revised CBA Availability Table will be restated in an amendment to this Agreement.

### 9. Verification

Client may deploy the ESSO Offerings, as permitted by Client’s Associated Documents up to the maximum level of use authorizations (quantities) specified in this Agreement. If Client’s actual deployment of any of the Listed Software Products has exceeded the specified maximum level of use authorizations (quantities), Client agrees to promptly notify IBM of such excess and to pay separately for such excess as IBM specifies in its invoice, at Client’s then-current (1) RSVP level price for Programs made available under the IPAA and (2) suggested retail price for Programs not made available under the IPAA.

Client is responsible for (a) creating and maintaining accurate records of all deployments of ESSO Offerings and of use authorizations (quantities), (b) ensuring that Client does not exceed Client’s use authorizations, and (c) remaining in compliance with the terms of this Agreement and the Associated Documents, including, without limitation, all of IBM’s applicable licensing and pricing qualification terms (independently or collectively the “License Terms”).

Upon reasonable notice, IBM may verify Client’s compliance with the License Terms at all sites and for all environments in which Client uses (for any purpose) ESSO Offerings subject to the License Terms. Such verification will be conducted in a manner that minimizes disruption to Client’s business and may be conducted on Client’s premises, during normal business hours. IBM may use an independent auditor (“Auditor”) to assist with such verification, provided IBM has a written confidentiality agreement in place with such Auditor. Client agrees to provide to IBM and the Auditors accurate written records, system tool outputs



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(including without limitation the retained SMF 30 subtype 4 records), and other system information sufficient to provide auditable verification that Client's use of all ESSO Offerings is in compliance with the License Terms.

If applicable, for Eligible Cloud Services in which provisioning and access for Client's end users is not handled directly by IBM, Client will i) maintain, and provide upon request, records, system tools output and access to Client's premise, as reasonably necessary, for IBM and its independent auditor to verify Client's compliance with this Agreement, and ii) promptly order any required entitlements and pay additional charges at IBM's then current rates (including uses in excess of Client's authorization or entitlements and other liabilities determined as a result of such verification).

The rights and obligations set forth in this section (Verification) remain in effect during the term of this Agreement and for two years thereafter.

IBM will notify Client in writing if any such verification indicates that Client has used any of the ESSO Offerings in excess of its use authorizations or are otherwise not in compliance with the License Terms. In addition to Client's obligations to pay for any excess use, Client agrees to promptly pay directly to IBM the charges that IBM specifies in an invoice for: (1) S&S for the ESSO Offerings in such excess use for the lesser of the duration of such excess use or two years; and (2) any additional charges and other liabilities determined as a result of such verification.

Unless specifically agreed herein or in another signed agreement in writing between Client and IBM, the licenses for the Programs and S&S acquired under this Agreement may not be used to settle or resolve any software license non-compliance by Client that occurred prior to the Start Date of this Agreement. Further, unless otherwise agreed to by the parties in writing, the licenses for the Programs and S&S acquired under this Agreement may not be used as authorization to deploy Programs prior to the Start Date.

### 10. Charges

Client shall pay IBM for all ESSO Offerings provided under this Agreement. The Option Charges are due on or before the following dates as follows:

Due Date	Amount Due
June 30, 2019	\$8,661,763.10
September 1, 2019	\$1,105,379.08
December 1, 2019	\$399,496.94
April 1, 2020	\$374,783.76
July 1, 2020	\$3,704,645.48
October 1, 2020	\$374,783.76
January 1, 2021	\$389,775.11
April 1, 2021	\$389,775.11

The Option Charges do not include any additional amounts incurred pursuant to the section of this Agreement entitled "Verification". The Option Charges are exclusive of any applicable duties, fees and taxes. Client is responsible for any such duties, fees and taxes including, but not limited to, withholding taxes and, if as a result of Client's moving, accessing or using any of the ESSO Offerings across a border, any customs duty, tax, levy or fee (including withholding taxes for the import or export of any such ESSO Offering).

The Option Charges are not cancelable except as may be otherwise provided in the section of this Agreement entitled "Termination".

Notwithstanding the terms of this Agreement or our prior practice, payment is not contingent upon issuance of a Purchase Order. All approvals required to issue payment have been obtained.



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Payment in full is due upon receipt of invoice. The bill to, ship to addresses along with specific ordering information and amounts due under this Agreement are included herein or in other documents related hereto. This order is firm and irrevocable.

### 11. Future Purchases

On a quarterly basis, you may amend this Agreement and acquire additional Products from IBM at the following discount level:

- Passport Advantage and zSeries One Time Charge branded software at an 11.00% discount off the lowest price to which you are then entitled under the Passport Advantage program or IPLA, as appropriate. Programs for which IBM pays a royalty and Programs that IBM identifies as "restricted" are excluded.

### 12. Future S&S

Provided (i) Client's S&S has not lapsed;(ii) S&S is made generally available for the Eligible Products listed in Table A and B (e.g., S&S has not been withdrawn); and (iii) Client renews S&S for all quantities of all Eligible Products listed in Table A- **New System z IPLA Programs** and Table B - **S&S on Previously Acquired System z IPLA Programs** herein, prior to the beginning of the applicable S&S Coverage Period below, Client shall be entitled to receive prices not to exceed those listed below in Table 1 - **Acquisition of Additional S&S** for acquisitions of S&S for the quantities of all the Eligible Products listed in Table 1 herein. S&S must be ordered directly from IBM for the S&S Coverage Periods and at prices not to exceed those shown in the table below by providing written authorization to IBM (e.g., order form, order letter, purchase order) at least 30 days prior to the beginning of the applicable S&S Coverage Period.

Table 1 - Acquisition of Additional S&S

S&S Coverage Period	Not to Exceed Price
July 1, 2021 - June 30, 2022	\$1,963,966.00
July 1, 2022 - June 30, 2023	\$2,062,164.00

S&S prices are based on the IBM prices available in the country in which Client acquired the Eligible Product.

### 13. Termination

Subject to the payment of the amounts described below, Client may terminate this Agreement at each annual anniversary of the Start Date by providing IBM written notice at least 90 days prior to such anniversary.

Upon such termination, Client will pay to IBM all unpaid Option Charges (the "Remaining Charges"), including:

- any amounts due pursuant to the Section of this Agreement entitled "Verification";
- any taxes which arise on or before the date of the termination;
- any outstanding S&S, Monthly License and Fixed Term License charges, Services Credits, and Eligible Cloud Services charges due until the contract End Date; and
- all outstanding amounts committed under a CBA Written Order.

Notwithstanding any such termination, but subject to Client's payment of the Remaining Charges, the S&S, term license, and subscription coverage periods specified herein continue in accordance with the terms and conditions of the Associated Documents.

### 13. General

- Acquisitions made under this Agreement may not be resold, rented, leased or transferred to third parties.
- Each party will identify one point of contact to facilitate communication between the parties and the management of this Agreement.
- Client may not transfer or assign this Agreement without the written consent of IBM. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assignees.



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- d. IBM may assign its rights to payments under this Agreement.
- e. Unless contrary to Section 72-1601 of the Nebraska Statutes, it will be considered a material breach of this Agreement if Client sets-off, or attempts to set-off, any payments due IBM under this Agreement by any amounts IBM owes Client, or may owe Client, under other agreements Client may have with IBM or if Client refuses to make payments under this Agreement based upon any dissatisfaction Client may have under any such other agreements.
- f. IBM's Data Processing Addendum ("DPA") at <https://www.ibm.com/dpa> and the DPA Exhibits apply and supplement the Agreement if and to the extent the European General Data Protection Regulation (EU/2016/679) applies to the processing of personal data by IBM as a processor on behalf of the Client.

The DPA Exhibit applicable to S&S is published at:  
[https://www.ibm.com/my-support/s/article/support-privacy?language=en\\_US](https://www.ibm.com/my-support/s/article/support-privacy?language=en_US)

Upon provisioning of IBM SaaS or IBM Cloud Services, the terms of the "Data Sheets" published at: <http://www.ibm.com/software/sa/sladb.nsf/sa/dpa/> which function as DPA Exhibits for Eligible Cloud Services shall apply.

Any DPA Exhibit(s) and Data Sheets that are attached to this Agreement as **Attachment C - IBM DPA Exhibits** are for Client's informational purposes only.

The prices and terms of this Agreement will not become effective unless Client returns a signed copy of this Agreement to IBM on or before **June 28, 2019**.

The parties agree that this Agreement, including all Associated Documents is the complete agreement between the parties and replaces any prior oral and/or written communications between them concerning its subject matter. By signing below, the parties agree to the terms of this Agreement and the Associated Documents. If there is a conflict among terms of this Agreement and those of the Associated Documents, for the purposes of this Agreement, those of this Agreement prevail.

Agreed to:  
**State of Nebraska**

By Ed Toner  
 Client Authorized signature

Name (type or print): **Ed Toner**

Position (type or print): **CIO**

Date: **6/25/2019**

Client's IBM Customer number: **6379073**

Client's address: **501 S 14<sup>th</sup> Street  
 Lincoln, NE 68509-2711**

Agreed to:  
**International Business Machines Corporation**

By Carolyn A. Boss  
 Authorized signature

Name (type or print): **Carolyn A. Boss**

Position (type or print): **Software Client Leader**

Date: **6/26/2019**



**SCHEDULE A – PRODUCTS LIST**

TABLE A – NEW SYSTEM Z IPLA PROGRAMS						
LICENSE PART NUMBER	S&S PART NUMBER	DESCRIPTION	QUANTITY (VALUE UNITS)	QUANTITY (MSU)	S&S START DATE	S&S END DATE
5655P03	5655P04	Data Encryption IMS Db2 db	111	333	7/01/2019	6/30/2021
5655MA1	5655MA2	Multi Factor Authentication	2	333	7/01/2019	6/30/2021
5655MS2	5655MSS	Db2 Management Sol Pack	111	333	7/01/2019	6/30/2021
5698ABH	5698AAQ	Operations Analytics for z	111	333	7/01/2019	6/30/2021
5698AS1	5698AS2	z capacity Planning V2	26	333	7/01/2019	6/30/2021
5635ZCS	5635ZCB	z/OS Cloud Broker	1	333	7/01/2019	6/30/2021
5655CE4	5655CE3	IBM z/OS Connect EE	2	333	7/01/2019	6/30/2021
5655SDS	5655SOK	SDK for Node.js – z/OS	111	333	7/01/2019	6/30/2021

TABLE B – S&S ON PREVIOUSLY ACQUIRED SYSTEM Z IPLA PROGRAMS					
S&S PART NUMBER	DESCRIPTION	QUANTITY (Value Units)	QUANTITY (MSU)	S&S START DATE	S&S END DATE
5655CD2	IBM CICS Opt Solution Pk	111	333	7/01/2019	6/30/2021
5655ORS	Data Rep for DB2 zOS	111	333	7/01/2019	6/30/2021
5655I32	Migration Util for z/OS V4	111	333	7/01/2019	6/30/2021
5655T03	zSecure Admin V2	26	333	7/01/2019	6/30/2021
5655T04	zSecure Audit RACF	26	333	7/01/2019	6/30/2021
5655T08	zSecure Command Verifier V2	26	333	7/01/2019	6/30/2021
5655T10	zSecure Visual V2	26	333	7/01/2019	6/30/2021
5655T12	zSecure Alert RACF	26	333	7/01/2019	6/30/2021
5655W80	Optim TDM – Data Masking	111	333	7/01/2019	6/30/2021
5655W80	Optim TSM for z/OS	111	333	7/01/2019	6/30/2021



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5655E86	Db2 Log Analysis Tool V3	111	333	7/01/2019	6/30/2021
5697P11	DB2 V11 for z/OS VUE	137	333	7/01/2019	6/30/2021
5697Q55	DB2 QMF for z/OS	137	333	7/01/2019	6/30/2021
5698AAG	Service Mgmt Suite z/OS	111	333	7/01/2019	6/30/2021
5698558	IBM Tiv Output Manager zOS	111	333	7/01/2019	6/30/2021
5698E03	CSM for z/OS V6	19	333	7/01/2019	6/30/2021
5655X10	IBM Connect:Direct z/OS Std	5 Simultaneous Sessions	5 Simultaneous Sessions	7/01/2019	6/30/2021
5698551	IBM Z Workload Scheduler V9	28	333	7/01/2019	6/30/2021
5722DFK	CICS TS VUE V6	111	333	7/01/2019	8/30/2021

TABLE C - ELIGIBLE CLOUD SERVICES						
Part Number	Part Description	Subscription Period	Quantity	Description	End Date	Unit Price
D01072X	Information Server Enterprise Edition on Cloud Managed DevTest Small Instance per Month	12 Months	1	Subscription	6/30/2020	Included
D010DZX	Information Server Enterprise Edition on Cloud Managed Small Instance per Month	12 Months	1	Subscription	6/30/2020	Included
D1QFMLL	IBM Information Server on Cloud Enterprise Edition, Accelerator per Engagement Setup	N/A	100 Hours	Set up	6/30/2020	Included

TABLE D - NEW IPAA PROGRAM LICENSES AND S&S						
S&S PART NUMBER	LICENSE PART NUMBER	PRODUCT DESCRIPTION	QUANTITY	UNIT EXCHANGE PRICE	S&S START DATE	S&S END DATE
E0N3ZLL	D1QG4LL	IBM Application Discovery for IBM Z Floating User License + SW Subscription & Support 12 Months	2	32,455	7/01/2019	6/30/2021
E0N43LL	D1QKQLL	IBM Application Discovery for IBM Z Virtual Server License + SW Subscription & Support 12 Months	1	417,085	7/01/2019	6/30/2021
F0HR3LL	D02X9LL	IBM InfoSphere Master Data Management Custom Domain Hub - Standard Edition for Non-Financial Services zEnterprise BladeCenter Extension and Linux on System z Resource Value Unit License + SW Subscription & Support 12 Months	800	288.80	7/01/2019	6/30/2021

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EOHROLL	D0ZX3LL	IBM InfoSphere Master Data Management Organization Hub - Standard Edition for Non-Financial Services Linux on System z Resource Value Unit License + SW Subscription & Support 12 Months	1600	288.80	7/01/2019	6/30/2021
EOIZULL	D16HELL	IBM InfoSphere Master Data Management RDM Hub for Non-Financial Service Non-Production Install for Linux on System Z License + SW Subscription & Support 12 Months	3	114,325	7/01/2019	6/30/2021
EOJZTLL	D16H8LL	IBM InfoSphere Master Data Management RDM Hub for Non-Financial Service Production Install for Linux on System Z License + SW Subscription & Support 12 Months	1	235,450	7/01/2019	6/30/2021
EOBL4LL	D0I9ELL	IBM InfoSphere Identity Insight Non-Production Environment for Linux on System z Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	200	180.96	7/01/2019	6/30/2021
EOBL2LL	D0I9ALL	IBM InfoSphere Identity Insight Non-Production Environment for Linux on System z Resource Value Unit License + SW Subscription & Support 12 Months	15	4579.50	7/01/2019	6/30/2021
EO8LLLL	D0CL0LL	IBM InfoSphere Identity Insight Processor Value Unit (PVU) for Linux on System z License + SW Subscription & Support 12 Months	400	383.44	7/01/2019	6/30/2021
EO8NLL	D0CL4LL	IBM InfoSphere Identity Insight Resource Value Unit for Linux on System z License + SW Subscription & Support 12 Months	55	9.155	7/01/2019	6/30/2021
EONBILL	D1RP3LL	IBM QRadar Event Capacity 2.5K Events Per Second License + SW Subscription & Support 12 Months	3	124,440	7/01/2019	6/30/2021
EOPOFLL	D1VS3LL	IBM Cloud Private for Linux on z System Virtual Processor Core License + SW Subscription & Support 12 Months	30	6.307	7/01/2019	6/30/2021
EOPNKLL	D20WCLL	IBM Cloud Cost and Asset Management for Private Clouds Virtual Processor Core License + SW Subscription & Support 12 Months	20	489.60	7/01/2019	6/30/2021
EOPOJLL	D1VSBLL	IBM Cloud Private Automation Manager for Managed Environments for IBM z Virtual Processor Core License + SW Subscription & Support 12 Months	20	1,438.70	7/01/2019	6/30/2021
EOK2HLL	D178VLL	IBM Cognos Analytics Information Distribution Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	70	589.50	7/01/2019	6/30/2021
EOGXVLL	D0YJ3LL	IBM SPSS Complex Samples for Linux on System z Concurrent User License + SW Subscription & Support 12 Months	1	4,171.50	7/01/2019	6/30/2021
EODTXLL	D0PSQLL	IBM InfoSphere Optim Data Privacy Enterprise Edition Terabyte License + SW Subscription & Support 12 Months	1	80,495	7/01/2019	6/30/2021
EOI3YLL	D10S8LL	IBM InfoSphere Information Server Enterprise Hypervisor Edition for AIX for Non-production License + SW Subscription & Support 12	100	877.20	7/01/2019	6/30/2021



## ESSO Option

		Months				
E0DHTLL	D0NUHLL	IBM infosphere Master Data Management Patient Hub-Standard Edition Resource Value Unit (RVU) License + SW Subscription & Support 12 Months	100	344.76	7/01/2019	6/30/2021
E0DLHLL	D0P4MLL	IBM InfoSphere Information Server for Data Integration Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	70	1091.40	7/01/2019	6/30/2021
E04PSLL	D03UGLL	IBM InfoSphere Information Analyzer Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	70	606.10	7/01/2019	6/30/2021
E0PTDLL	D228CLL	IBM Watson Knowledge Catalog Professional On-Prem Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	70	587.35	7/01/2018	6/30/2021
E0DKRLL	D0P20LL	IBM InfoSphere Information Governance Catalog Authorized User License + SW Subscription & Support 12 Months	1	14,382	7/01/2019	6/30/2021
E0DKILL	D0P10LL	IBM InfoSphere Information Server Enterprise Edition Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	70	1754.40	7/01/2019	6/30/2021

**TABLE E – S&S ON PREVIOUSLY ACQUIRED FIXED TERM LICENSE PROGRAMS**

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E09LALL	IBM SPSS Statistics Standard Authorized User Subsequent Fixed Term License + SW Subscription & Support 12 Months	1	7/01/2018	6/30/2020

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals**

Agency: State of Nebraska Office of the CIO, PA Site 3574060

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E0JGZLL	IBM Security QRadar Core Appliance XX28 G2 Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	3	7/01/2019	6/30/2021
E0JHQLL	IBM Security QRadar Core Appliance XX28 G2 Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	3	7/01/2019	6/30/2021
E0JGYLL	IBM Security QRadar Core Appliance XX28 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal	3	7/01/2019	6/30/2021

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA Renewals**

Agency: State of Nebraska Office of the CIO, PA Site # 3574060

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E0G1ELL	IBM Security QRadar SIEM Console 31XX Install Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021





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E0G1LL	IBM Security Qradar SIEM Flow Processor 17XX Install Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
E0F4RL	IBM Security QRadar SIEM Flow Capacity Pack Increase of 100X FPM Install Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
E0G1GL	IBM Security Qradar SIEM Event Processor 16XX Install Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
E0F4QL	IBM Security QRadar SIEM Event Capacity Pack Increase of 2.5K EPS Install Annual SW Subscription & Support Renewal	3	7/01/2019	6/30/2021
E0NBLL	IBM QRadar Event Capacity 2.5K Events Per Second Annual SW Subscription & Support Renewal 12 Months	2	12/01/2018	6/30/2021

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA Renewals**

Agency: DAS-IM, PA Site #7005127

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E1AR9LL	IBM Db2 Connect Unlimited Edition for System z Host Server Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2021
E1AQSL	IBM Db2 Connect Unlimited Edition for System z Millions of Service Units per Hour Annual SW Subscription & Support Renewal	364	7/01/2019	6/30/2021
E03VDL	IBM Host Access Client Package for Multiplatforms (HACP), Authorized User System z, Annual SW Subscription & Support Renewal	7078	7/01/2019	6/30/2021
E0PLSL	IBM Security Key Lifecycle Manager for RAW Decimal Terabyte Storage Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	384	7/01/2019	6/30/2021
E0GJML	IBM Security Key Lifecycle Manager Basic Edition Install SW Subscription & Support Renewal	2	7/01/2019	6/30/2021
E005DL	IBM Db2 Connect Unlimited Edition for System z for Linux on z Host Server Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2021

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA Renewals**

Agency: Nebraska State Patrol, PA Site #7005129

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E0DQTL	IBM I2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Renewal 12 Months	2	7/01/2019	6/30/2021
E07UML	IBM Domino Enterprise Client Access License Authorized User Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2021
E020KL	IBM Domino Enterprise Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	7/01/2019	6/30/2021
E022BL	IBM Enterprise Integrator Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	100	7/01/2019	6/30/2021

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA Renewals**

Agency: Nebraska Department of Transportation, PA Site #7005135

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E078QL	IBM Db2 Workgroup Server Edition Limited Use Socket Annual SW Subscription & Support Renewal	12	7/01/2019	6/30/2021

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**TABLE F - S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals**  
Agency: Nebraska Department of Health and Human Services, PA Site: 7021076

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
EOGXJLL	IBM SPSS Advanced Statistics Linux on System z Concurrent User Annual SW Subscription & Support Renewal	6	7/01/2019	6/30/2021
EOGXLLL	IBM SPSS Statistics Base for Linux on System z Concurrent User Annual SW Subscription & Support Renewal	27	7/01/2019	6/30/2021
EOGXLL	IBM SPSS Custom Tables for Linux on System z Concurrent User Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2021
EOFYNLL	IBM SPSS Regression for Linux on System z Concurrent User Annual SW Subscription & Support Renewal	7	7/01/2019	6/30/2021
EO27NLL	IBM License Metric Tool Per Establishment Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
EOAI3LL	IBM CKS Transaction Gateway Desktop Edition Authorized User Annual SW Subscription & Support Renewal	3382	7/01/2019	6/30/2021
EOBX3LL	IBM Sterling Connect:Direct Standard Edition Simultaneous Session Annual SW Subscription & Support Renewal	4	7/01/2019	6/30/2021
EO256LL	IBM MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	1400	7/01/2019	6/30/2021
EO20CCL	IBM DB2 Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	910	7/01/2019	6/30/2021

**TABLE F - S&S ON PREVIOUSLY ACQUIRED IPAA Renewals**  
Agency: Nebraska Department of Education, PA Site #7022093

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
EO9N2LL	IBM SPSS Statistics Professional Authorized User Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
EODLHLL	IBM InfoSphere Information Server for Data Integration Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	140	1/01/2020	6/30/2021
EODL4LL	IBM InfoSphere Information Server for Data Integration for Non-Production Environments Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	140	1/01/2020	6/30/2021

**TABLE F - S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals**  
Agency: Nebraska Department of Labor, PA Site#7106755

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
EO20CCL	IBM Db2 Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	140	7/01/2019	6/30/2020
EO9NLL	IBM SPSS Statistics Base Authorized User Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2021
EO12TLL	IBM Rational ClearCase Floating User Annual SW Subscription & Support Renewal	5	7/01/2019	6/30/2020
EO12ULL	IBM Rational ClearCase Change Management Solution Enterprise Edition Floating User Annual SW Subscription & Support Renewal	5	7/01/2019	6/30/2020
EO12XLL	IBM Rational ClearCase Change Management Solution Floating User Annual SW Subscription & Support Renewal	10	7/01/2019	6/30/2020



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E01MJLL	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	13	7/01/2019	6/30/2020
E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	560	7/01/2019	6/30/2020
E025QLL	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	400	7/01/2019	6/30/2020
E027NLL	IBM License Metric Tool Per Establishment Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2020
E02AFLL	IBM Workload Scheduler Processor Value Unit (PVU) Annual SW Maintenance Renewal	350	7/01/2019	6/30/2020

**TABLE F - S&S ON PREVIOUSLY ACQUIRED IPAA Renewals**  
Agency: Nebraska Department of Environmental Quality, PA Site # 7109468

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E01MJLL	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
E025QLL	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	125	7/01/2019	6/30/2021
E07UMLL	IBM Domino Enterprise Client Access License Authorized User Annual SW Subscription & Support Renewal	50	7/01/2019	6/30/2021
E020KLL	IBM Domino Enterprise Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	125	7/01/2019	6/30/2021

**TABLE F - S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals**  
Agency: Nebraska Department of Corrections, PA Site# 7139688

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E00QTL	IBM i2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Renewal 12 Months	7	7/01/2019	6/30/2020
E00TFLL	IBM i2 iBase User Concurrent User Annual SW Subscription & Support Renewal	12	7/01/2019	6/30/2020
E00TGLL	IBM i2 iBase Designer Concurrent User Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2020
E00THLL	IBM i2 iBase Geographic Information System Interfaces Concurrent User Annual SW Subscription & Support Renewal	3	7/01/2019	6/30/2020
E0FX9LL	IBM i2 Text Chart Concurrent User Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2020

**TABLE F - S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals**  
Agency: Nebraska Supreme Court, PA Site# 7235570

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E0K30LL	IBM Cognos Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2020
E0K32LL	IBM Cognos Analytics User Authorized User Annual SW Subscription & Support Renewal	60	7/01/2019	6/30/2020



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E0K2DLL	IBM Cognos Analytics Explorer Authorized User Annual SW Subscription & Support Renewal	6	7/01/2019	6/30/2020
E0K2HLL	IBM Cognos Analytics Information Distribution Processor Value Unit Annual SW Subscription & Support Renewal	210	7/01/2019	6/30/2020
E0HP5LL	IBM Db2 Advanced Workgroup Server Edition Terabyte Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2020
E0DKILL	IBM InfoSphere Information Server Enterprise Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	280	7/01/2019	6/30/2020
E09LALL	IBM SPSS Statistics Standard Authorized User Subsequent Fixed Term License + SW Subscription & Support 12 Months	1	7/01/2019	6/30/2020

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals**

Agency: Douglas Omaha Technology, PA Site# 7403353

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E1AR9LL	IBM Db2 Connect Unlimited Edition for System z Host Server Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
E020CLL	IBM Db2 Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	210	7/01/2019	6/30/2021
E1AQ5LL	IBM Db2 Connect Unlimited Edition for System z Millions of Service Units per Hour Annual SW Subscription & Support Renewal	6	7/01/2019	6/30/2021
E027NLL	IBM License Metric Tool Per Establishment Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2021
E07UMLL	IBM Domino Enterprise Client Access License Authorized User Annual SW Subscription & Support Renewal	3	7/01/2019	6/30/2021
E020KLL	IBM Domino Enterprise Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	100	7/01/2019	6/30/2021

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals**

Agency: AS State Accounting, PA Site# 7721897

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E02AFLL	IBM Workload Scheduler Processor Value Unit (PVU) Annual SW Maintenance Renewal	280	7/01/2019	6/30/2021

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA S&S RENEWALS**

AGENCY: FOSTER CARE, PA SITE# 7295380

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E09NNLL	IBM SPSS Statistics Base Authorized User Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2021

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals**

Agency: Nebraska Department of Retirement, PA Site# 7939538

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E01MJLL	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	7	7/01/2019	6/30/2021



## ESSO Option

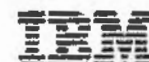
E0M8FLL	IBM WebSphere Application Server Family Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	420	7/01/2019	6/30/2021
E0197LL	IBM Rational Functional Tester Authorized User Annual SW Subscription & Support Renewal	3	7/01/2019	6/30/2021
E027NLL	IBM License Metric Tool Per Establishment Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals**  
City of Lincoln, PA Site# 7586666

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E09NLL	IBM SPSS Statistics Base Authorized User Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
E09PXL	SPSS Custom Tables Authorized User Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
E025QLL	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	100	7/01/2019	6/30/2021

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals**  
Agency: Nebraska Department of Health and Human Services – Medicaid, PA Site# 3714147

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E0K30LL	IBM Cognos Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal	5	9/01/2019	6/30/2021
E0HVPLL	IBM Cognos Analytics User per Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	280	9/01/2019	6/30/2021
E0I3WLL	IBM InfoSphere Information Server Enterprise Hypervisor Edition for AIX - AIX License Required Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2021
E0I3YLL	IBM InfoSphere Information Server Enterprise Hypervisor Edition for AIX for Non-Production Environments- AIX License Required Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2021
E0CYDLL	IBM InfoSphere Master Data Management Individual Hub - Standard Edition for Non-Financial Services per Resource Value Unit Annual SW Subscription & Support Renewal	5435	8/01/2019	6/30/2021
E0DHTLL	IBM InfoSphere Master Data Management Patient Hub - Standard Edition Resource Value Unit Annual SW Subscription & Support Renewal	400	9/01/2019	6/30/2021
E0DTXLL	IBM InfoSphere Optim Data Privacy Enterprise Edition Terabyte Annual SW Subscription & Support Renewal	1	9/01/2019	6/30/2021
E0DU6LL	IBM Rational Test Virtualization Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	100	9/01/2019	6/30/2021
E0I70LL	IBM SOA Policy Gateway Pattern for AIX per Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	800	9/01/2019	6/30/2021
E0DSVLL	IBM Workload Automation 10 MONTHLY JOBS Annual SW Subscription & Support Renewal	150	9/01/2019	6/30/2021



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E0F3LL	IBM Tivoli Composite Application Manager For Applications 9 Agent Pack Resource Value Unit Annual SW Subscription & Support Renewal	128	9/01/2019	6/30/2021
E03VLL	IBM Connections Authorized User Annual SW Subscription & Support Renewal	5	9/01/2019	6/30/2021
E0BXL	IBM Sterling Connect:Direct Premium Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2021
E0BXM	IBM Sterling Connect:Direct Premium Edition for Non-Production Environment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2021
E0BW	IBM Secure Proxy for Non-Production Environment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2021
E0BV	IBM Secure Proxy Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2021
E0BW	IBM Sterling File Gateway Enterprise for Non-Production Environment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	600	9/01/2019	6/20/2021
E0BX	IBM Sterling File Gateway Enterprise Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	600	9/01/2019	6/30/2021
E02A	IBM App Connect Enterprise Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	1800	9/01/2019	6/30/2021
E0N7	IBM Curam Universal Access Resource Value Unit Annual SW Subscription & Support Renewal (converted from E0E7LL)	100829	9/01/2019	6/30/2021
E0EC	IBM Curam Evidence Broker Authorized User Annual SW Subscription & Support Renewal	700	9/01/2019	6/30/2020
E0EC	IBM Curam Life Event Management Authorized User Annual SW Subscription & Support Renewal	700	9/01/2019	6/30/2020
E0EC	IBM Curam Life Event Management Professional Authorized User Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2020
E0EC	IBM Curam Verification Engine Authorized User Annual SW Subscription & Support Renewal	700	9/01/2019	6/30/2020
E0EC	IBM Curam Verification Engine Professional Authorized User Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2020
E0E6	IBM Curam Appeals Authorized User Annual SW Subscription & Support Renewal	700	9/01/2019	6/30/2020
E0E6	IBM Curam Appeals Professional Authorized User Annual SW Subscription & Support Renewal	200	9/01/2012	6/30/2020
E0E6	IBM Curam Business Intelligence and Analytics Authorized User Annual SW Subscription & Support Renewal	700	9/01/2019	6/30/2020
E0E6	IBM Curam Business Intelligence and Analytics Professional Authorized User Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2020
E0E6	IBM Curam Provider Management Authorized User Annual SW Subscription & Support Renewal	700	9/01/2019	6/30/2020
E0E6	IBM Curam Provider Management Professional Authorized User Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2020
E0E7	IBM Curam Social Program Management Platform Authorized User Annual SW Subscription & Support Renewal	700	9/01/2019	6/30/2020
E0E7	IBM Curam Social Program Management Platform Professional Authorized User Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2020



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E0E7RLL	IBM Curam Income Support for Medical Assistance Authorized User Annual SW Subscription & Support Renewal	700	9/01/2019	6/30/2020
E0E7ULL	IBM Curam Income Support for Medical Assistance Authorized User Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2020



## ESSO Option

<b>Attachment A</b>	
<b>Current List of Active MLC Programs</b>	
<b>PRODUCT NUMBER</b>	<b>PRODUCT NAME</b>
5650ZOS	z/OS V2 Base
5650-ZOS	z/OS V2 DFSMS dsshsm
5650-ZOS	z/OS V2 DRSMS mm
5650-ZOS	z/OS V2 GDDM PGF
5650-ZOS	z/OS V2 HLA Toolkit
5650-ZOS	z/OS V2 InfoPrint Server
5650-ZOS	z/OS V2 RMF
5650-ZOS	z/OS V2 SDSF
5650-ZOS	z/OS V Security Server
5650-ZOS	z/OS V2 XL C/C++
5655-A25	IBM AFP Toolbox for MVS
5655-EC6	Enterprise COBOL for z/OS V6.2
5655-M32	PSF V4 for z/OS
5655-M32	PSF V4 Enhanced ACIF
5655-N60	InfoPrint Transforms to AFP for z/OS V2
5655-PL5	Enterprise PL/1 for z/OS VS.2
5655-TF2	Print Transform AFP to PCL IP Svr V1
5655-W32	Enterprise COBOL for z/OS VS.1
5655-W67	Enterprise PL/1 for z/OS V4.5
5688-087	VS FORTRAN V2 Compiler/Library
5688-190	PPFA/370
5688-191	OGL/370
5695-013	IBM Compiler for REXX/370
5695-014	IBM Library for REXX/370
5734-LM3	FORTRAN IV Library Mod II
5748-XX9	DCF One Composition Facility





Attachment B



Supplement for Purchase of IBM Appliances and Appliance Services

This Supplement is between the Client (also called "Customer", "you" and "your") and the IBM legal entity referenced below ("IBM").

Delivery: Name and Address of Client:	Delivery: State of Nebraska – Nebraska Office of the OCIO 501 S 14 <sup>th</sup> Street Lincoln, NE 68508-2711
Delivery: *Ship to Address:	
Delivery: *Installation Address: (If different than Ship To Address, include each Specified Location where an Appliance may be installed)	501 S 14 <sup>th</sup> Street Lincoln, NE 68508.2711
Delivery: IBM Customer No:	7285380
Delivery: IBM Agreement ("Agreement") / Site No:	00141/3574060
Delivery: Clients originating Site:	3574060
Delivery: **Customer Requested Arrival Date (CRAD):	

If Ship To Address or Installation Address changes prior to shipment of the Appliance, Client is responsible for notifying IBM (if applicable)

Part No. License/ S&S	Qty	Description	WARR Period for Mach Compo	Type of Svc During WARR	** Client set up (Y/N)	Svc Lvl During WARR	WARR Svc Lvl UPGR	Prod Status Code	Type of Maint Svc: After WARR	Maint Svc Lvl After WARR	Maint Svc Lvl UPGR	Cov-erage Period
E0JGYL1	3	IBM Security Qradar Core Appliance XX28 G2 Appliance Install Annual Appliance Maintenance Subscription & Support Renewal							A	I	D	Thru 6/30/2021
E0JGZL1	3	IBM Security Qradar Core Appliance XX28 G2 Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 months							A	I	D	Thru 6/30/2021
E0JH0LL	3	IBM Security Qradar Core Appliance XX28 G2 Appliance Install Subsequent Appliance hard Drive Retention Service Upgrade 12 Months							A	I	D	Thru 6/30/2021

\*\* CRAD is an estimated date in which the Appliance(s) will be delivered to Client. The official delivery date of Appliance(s) will be communicated at the actual ship date of the Appliance(s).

\*\*\* The warranty period for an IBM Machine Component is a fixed period commencing on its Date of Installation (also called "Warranty Start Date"). Date of Installation for a Client-set-up Machine Component, is the date on the Client's purchase invoice or sales receipt for the Appliance. If "N" is Indicated above, Warranty Start Date is the date IBM installs the Appliance."

Appliance Maintenance, Warranty and Warranty Service Upgrade table

Production Status Codes	Types of Service (during warranty), if available	Service Levels, if available	Types of Maintenance Service (after warranty), if available
1. New System	1. Customer Replaceable Unit (CRU) Service	1. Next Business Day (NBD), 9X5	A. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 9am to 5pm, next business.
2. Used System	5. CRU and On-site Service	2. Same Business Day (SBD), 9X5	D. On-Site Repair/Exchange Services, 7 days a week, 24 hrs/day, *4 hour response objective.
3. Unknown Status	8. CRU and Machine Exchange Service (ISS)	3. Same Day (SD), 24X7	E. CRU and Machine Exchange Service (ISS)
5. Proof of Concept ("POC") System		4. 24X7 NBD (delivery)	
		5. CRU and Machine Exchange Service (ISS)	

Consult the IBM Appliance Support Handbook ("Handbook") for further details on service instructions. The Handbook can be found at: [www.ibm.com/support/customer/care/sas/1/applhandbook](http://www.ibm.com/support/customer/care/sas/1/applhandbook)



## ESSO Option

### Appliance Component and Service Terms

#### 1. Appliances

An Appliance is an Eligible Product ("EP"), which is any combination of Program Components, Machine Components (MCs) and any applicable Machine Code Components offered together as a single offering and designed for a particular function. Unless otherwise provided, terms of this Agreement that apply to a Program apply to the Program Component of an Appliance. Client shall not use the Program component independently of the Appliance of which it is a part. Client may not transfer its license to use the Program Component(s) to another Enterprise.

Each IBM Appliance is manufactured from parts that may be new or used. In some cases, an IBM Appliance may not be new and may have been previously installed.

#### 2. Machine Code Component

A Machine Code Component is computer instructions, fixes, replacements and related materials, such as data and passwords relied on, provided, used with or generated by MC, that permit the operation of the machine's processors, storage or other functionality as stated in its Specifications.

Client acceptance of this Agreement includes acceptance of IBM's Machine Code license agreements provided with the Machine Code Component. A Machine Code Component is licensed only for use to enable a Machine Component to function under its Specifications and only for the capacity and capability for which Client has acquired IBM's written authorization. The Machine Code Component is copyrighted and licensed (not sold).

#### 3. Risk of Loss

For each Appliance, IBM bears the risk of loss or damage up to the time it is delivered to the IBM-designated carrier for shipment to Client or Client's designated location. Thereafter, Client assumes the risk. Each Appliance will be covered by Insurance, arranged and paid for by IBM for Client, covering the period until it is delivered to Client or Client's designated location. For any loss or damage, Client must i) report the loss or damage in writing to IBM within 10 business days of delivery and ii) follow the claim procedure.

When Client acquires an Appliance directly from IBM, IBM transfers title to a MC to Client or, if applicable, Client's lessor, upon payment of all the amounts due except in the United States where title transfers upon shipment. For an upgrade acquired for an Appliance, IBM reserves transfer of title of the MC until IBM receives payment of all the amounts due and receives all removed parts, which then become IBM's property.

#### 4. Machine Component

If Client elects to install the Appliance itself or have a third party install the IBM Appliance, IBM may inspect the Appliance at Client's expense before providing warranty service. If the Appliance is not in an acceptable condition for warranty service, as solely determined by IBM, Client may request that IBM restore it to an acceptable condition for warranty service or Client may withdraw its request for warranty service. IBM will determine if restoration is possible. Restoration is provided as a billable service.

Parts removed or exchanged for upgrade, warranty service, or maintenance are IBM property and must be returned to IBM promptly. A replacement assumes the warranty or maintenance status of the replaced part. An Appliance may include parts that are not new and in some instances Appliances may have been previously installed. A replacement of a part or Machine Component provided as part of the Services may not be new, but will be in good working order and at least functionally equivalent to the item replaced. Regardless, IBM's warranty terms apply. Client will promptly install or allow IBM to install mandatory engineering changes. Client may only acquire Appliances for use within Client's Enterprise in the country where acquired and not for resale, lease, or transfer.

#### 5. Machine Component Support Covered by Appliance Support

Machine Component Support covered by Appliance Support comprises Warranty Service during the warranty period and, at Client's option, Maintenance Services after the warranty period (collectively, the "Services").

#### 6. IBM Appliance Services

IBM provides IBM Appliance Services for Appliances consisting of Machine maintenance and IBM Software and Support as a single offering.

The initial Service Period for an IBM Appliance Service is the warranty period specified in this Supplement. Thereafter, renewal terms apply. All renewals will be fulfilled with post-warranty Appliance Services offered at the same level of service, if available, that Client was entitled to during the warranty period.

IBM may engage subcontractors to provide or assist in providing Services on Machine Components, in which case IBM remains responsible for the fulfillment of its obligations under its Agreement and for the performance of the Services.

For Appliance configurations that require multiple Appliances operating with a single appliance console, Client must acquire and maintain the same Appliance Services for all such Appliances.

Tools or facilities to which IBM provides access can be used only by Client's authorized users in support of Appliances under IBM's Services and in accordance with any license or other applicable terms.

Services cover undamaged and properly maintained Machine Components used as authorized by IBM with unaltered identification labels. Services do not cover alterations, accessories, supply items, consumables (such as batteries and printer cartridges), structural parts (such as frames and covers), or failures caused by a product for which IBM is not responsible.

Services cover undamaged and properly maintained Machine Components used as authorized by IBM with unaltered identification labels. Services do not cover alterations, accessories, supply items, consumables (such as batteries and printer cartridges), structural parts (such as frames and covers), or failures caused by a product for which IBM is not responsible.

Client cannot terminate or transfer the Appliance Services to another Machine Component.



## ESSO Option

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### 7. Returns

When Client returns a Machine Component to IBM, Client will remove all features not under IBM's Services, securely erase all data or anonymize all data, and ensure that it is free of any legal restrictions that would prevent its return.

#### Order Adjustment

If at the time IBM receives the Customer's order and the Appliance(s) referenced in this Supplement are not available within the acceptable CRAD, IBM reserves the right to replace the ordered Appliance with an Appliance of like kind quality, compatibility, and that performs to the factory specifications of the originally ordered Appliance. IBM will notify the customer and will immediately provide the Customer with an updated Supplement, and Quote (if applicable). Order Adjustments are at the sole discretion of IBM and replacement Appliance and Appliance Services (if purchased) will be provided at the prices listed on the original Appliance quote.

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This Supplement, and the Agreement referenced above are the complete agreement regarding the purchase of Appliances and Appliance Services and replace all prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between Client and IBM regarding Client's purchase of IBM Appliances and Appliance Services. Neither party is relying on any representation that is not specified in this Supplement. Terms outlined in additional or different terms in a written communication from the Client (such as a purchase order) are void.

Each party accepts, on behalf of its Enterprise, the terms of this Supplement by signing this Supplement (or any other document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, if any reproduction of this Supplement made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original, and if all Products and Services ordered under this Supplement are subject to it.

If there is a conflict among the terms of this Supplement, and the Agreement, then a Supplement prevails over the Agreement.

*End of Schedule A*



**Attachment C - IBM DPA Exhibits**

- 1) **IBM DPA Exhibit for S&S:**  
[https://www.ibm.com/mysupport/s/article/support-privacy?language=en\\_US](https://www.ibm.com/mysupport/s/article/support-privacy?language=en_US)
  
- 2) **Data Sheet(s) for IBM SaaS or IBM Cloud Services:**  
<http://www.ibm.com/software/sla/sladb.nsf/sla/dpa/>

*End of Attachment C*



Schedule B – Invoicing Detail by Department

Agency Name	Site number	Invoice Amount	Billing contact info	Payment Due Date
Office of the CIO	7005127	U.S \$8,636,477.13	Julie Heyen Office of the CIO State of Nebraska 501 South 14th Street Lincoln, NE 68509 (402) 471-4385 Julie.heyen@nebraska.gov	06/30/2019
Douglas Omaha Technology Commission	7405353	U.S.\$24,222.48	Kevin Higgins Director Operations Douglas Omaha Technology Commission 408 S. 18th Street Omaha, NE 68102 Phone: (402) 444-7919(office) Phone: (402) 953-8025 (cell) Kevin.higgins@dolcomm.org	06/30/2019
City of Lincoln	7586666	U.S. \$1,063.49	Craig Gifford City of Lincoln IS PC Support Mgr 233 South 10th Street Suite 200 Lincoln, NE 68508 Ph.: 402-441-7582 cgifford@lincoln.ne.gov	06/30/2019
Office of the CIO	7005127	U.S \$1,105,379.08	Julie Heyen Office of the CIO State of Nebraska 501 South 14th Street Lincoln, NE 68509 (402) 471-4385 Julie.heyen@nebraska.gov	08/01/2019
Office of the CIO	7005127	U.S.\$399,496.94	Julie Heyen Office of the CIO State of Nebraska 501 South 14 <sup>th</sup> Street Lincoln, NE 68509 (402) 471-4385 Julie.heyen@nebraska.gov	12/01/2019
Office of the CIO	7005127	U.S.\$374,783.76	Julie Heyen Office of the CIO 501 South 14 <sup>th</sup> Street Lincoln, NE 68509 (402) 471-4385 Julie.heyen@nebraska.gov	04/01/2020
Office of the CIO	7005127	U.S \$3,679,359.51	Julie Heyen Office of the CIO State of Nebraska 501 South 14th Street Lincoln, NE 68509 (402) 471-4385 Julie.heyen@nebraska.gov	07/01/2020
City of Lincoln	7586666	U.S. \$1,063.49	Craig Gifford City of Lincoln IS PC Support Mgr 233 South 10th Street Suite 200 Lincoln, NE 68508 Ph.: 402-441-7582 cgifford@lincoln.ne.gov	07/01/2020



## ESSO Option

Agency Name	Site number	Invoice Amount	Billing contact info	Payment Due Date
Douglas Omaha Technology Commission	7405353	U.S.\$24,222.48	Kevin Higgins Director of Operations Douglas Omaha Technology Commission 408 S. 18 <sup>th</sup> Street Omaha, NE 68102 Phone: (402) 444-7919 (office) Phone: (402) 953-8025 (cell) Kevin.higgins@dotcomm.org	07/01/2020
Office of the CIO	7005127	U.S.\$374,783.76	Julie Heyen Office of the CIO State of Nebraska 501 South 14 <sup>th</sup> Street Lincoln, NE 68509 (402) 471-4385 Julie.heyen@nebraska.gov	10/01/2020
Office of the CIO	7005127	U.S.\$389,775.11	Julie Heyen Office of the CIO State of Nebraska 501 South 14th Street Lincoln, NE 68509 (402) 471-4385 Julie.heyen@nebraska.gov	01/01/2021
Office of the CIO	7005127	U.S.\$389,775.11	Julie Heyen Office of the CIO State of Nebraska 501 South 14th Street Lincoln, NE 68509 (402) 471-4385 Julie.heyen@nebraska.gov	04/01/2021

**III. TECHNICAL SPECIFICATIONS**

**A. CONTRACTOR INSTRUCTIONS**

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

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

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

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

**B. NON-COMPLIANCE STATEMENT**

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

**C. TECHNICAL SPECIFICATIONS: IBM Enterprise Software and Services Option**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. CBA and CBA Offerings
X			2. Products included in Schedule A which include: <ul style="list-style-type: none"> <li>a. Products and Programs</li> <li>b. IBM Subscription and Support (S&amp;S) renewals for previously acquired Programs</li> <li>c. Appliances and associated maintenance and S&amp;S as set forth on Attachment B</li> <li>d. Fixed Term Licenses</li> <li>e. Eligible Cloud Services</li> </ul>

<input checked="" type="checkbox"/>			3. Appliances and the associated Maintenance and Subscription and Support as listed on Attachment B.
<b>NOTES/COMMENTS:</b> <i>Please refer to IBM ESSO Agreement for further details.</i>			

**D. USAGE REPORT**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. The contractor shall, upon request, provide a quarterly usage report of this contract by state agencies and political subdivisions. Information will include agency name, item, and dollar amount. Information may be requested at any time by the SPB, as determined by the State.
<b>NOTES/COMMENTS:</b> <i>Quarterly usage report for MLC will be provided to the OCFO office personnel.</i>			

**E. ORDERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. Orders will be placed either by, phone, e-mail or Internet (if available and not to the exclusion of the other methods).
<input checked="" type="checkbox"/>			2. All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.
<b>NOTES/COMMENTS:</b>			

**F. QUALITY**

YES	NO	NO & PROVIDE ALTERNATIVE	
<input checked="" type="checkbox"/>			1. Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
<b>NOTES/COMMENTS:</b>			



**G. GRAY MARKET PRODUCTS PROHIBITION**

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

**H. AUTHORIZED DEALER & WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. To the extent required by the manufacturer, the Contractor shall be an authorized dealer. Contractor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.</p>
X			<p>2. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.</p>
<p><b>NOTES/COMMENTS:</b>  <i>IBM is the provider of the software and services.</i></p>			

**Form A  
Contractor Contact Sheet  
Invitation To Bid Number 6147 OF**

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

Preparation of Solicitation Contact Information	
Contractor Name:	IBM Corporation
Contractor Address:	IBM Headquarters 1 Orchard Rd Armonk, NY 10504
Contact Person & Title:	Carolyn Boss, SW Client Leader
E-mail Address:	caboss@us.ibm.com
Telephone Number (Office):	515-240-8935
Telephone Number (Cellular):	515-240-8935
Fax Number:	N/A

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

Communication with the State Contact Information	
Contractor Name:	IBM Corporation
Contractor Address:	IBM Headquarters 1 Orchard Rd Armonk, NY 10504
Contact Person & Title:	Carolyn Boss, SW Client Leader
E-mail Address:	caboss@us.ibm.com
Telephone Number (Office):	515-240-8935
Telephone Number (Cellular):	515-240-8935
Fax Number:	N/A

Morgan Hulsey, Client Executive  
770-841-2523

# State of Nebraska - INVITATION TO BID CONTRACT

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

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

Date	9/10/19	Page	1 of 3
Solicitation Number	6147 OF		
Opening Date and Time	<b>RETURN MAIL</b>		
Buyer	NANCY STORANT (AS)		

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

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

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

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

Contract to supply and deliver IBM Enterprise Software and Service Option to the State of Nebraska as per the attached specifications for a two (2) year period from date of award.

(09/10/19 ml)

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	NEW Z/OTC PRODUCT Y1 6/30/2019	2,293,704.0000	EA	_____	_____
2	NEW Z/OTC & PPA PRODUCT Y1 6/30/2019	3,525,363.2100	EA	_____	_____
3	EXISTING RENEWALS Y1 6/30/2019	448,352.8100	EA	_____	_____
4	EXISTING RENEWALS Y1 6/30/2019	225,296.7000	EA	_____	_____
5	EXISTING RENEWALS	1,095,417.7800	EA	_____	_____

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: \_\_\_\_\_% \_\_\_\_\_ DAYS

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

Sign \_\_\_\_\_

Enter Contact Information Below

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

VENDOR# \_\_\_\_\_

Contact \_\_\_\_\_

VENDOR: \_\_\_\_\_

Telephone \_\_\_\_\_

Address: \_\_\_\_\_

Facsimile \_\_\_\_\_

Email \_\_\_\_\_

# State of Nebraska - INVITATION TO BID CONTRACT

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

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

Date	9/10/19	Page	2 of 3
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Buyer	NANCY STORANT (AS)		

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

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Y1 6/30/2019				
6	EXISTING RENEWALS Y1 6/30/2019	66,464.7500	EA	_____	_____
7	EXISTING RENEWALS Y1 6/30/2019	31,783.9900	EA	_____	_____
8	EXISTING RENEWALS Y1 6/30/2019	117,035.6500	EA	_____	_____
9	EXISTING RENEWALS Y1 6/30/2019	452,515.9700	EA	_____	_____
10	SAAS SUBSCRIPTION FEES Y1 6/30/2019	405,828.2400	EA	_____	_____
11	MONTHLY LICENSING CHARGES Y1 9/1/2019	336,945.0100	EA	_____	_____
12	MONTHLY LICENSING CHARGES Y1 9/1/2019	23,423.9900	EA	_____	_____
13	EXISTING RENEWALS Y1 9/1/2019	745,010.0800	EA	_____	_____
14	MONTHLY LICENSING CHARGES Y1 12/1/2019	350,422.8200	EA	_____	_____
15	MONTHLY LICENSING CHARGES Y1 12/1/2019	24,360.9400	EA	_____	_____
16	MONTHLY LICENSING CHARGES Y1 4/1/2020	350,422.8200	EA	_____	_____
17	MONTHLY LICENSING CHARGES Y1 4/1/2020	24,360.9400	EA	_____	_____
18	NEW PRODUCT Y2 6/30/2020	1,056,329.9000	EA	_____	_____
19	MONTHLY LICENSING CHARGES Y2 6/30/2020	350,422.8200	EA	_____	_____

# State of Nebraska - INVITATION TO BID CONTRACT

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

Telephone: 402-471-6500  
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Date	9/10/19	Page	3 of 3
Solicitation Number	6147 OF		
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Buyer	NANCY STORANT (AS)		

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

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
20	MONTHLY LICENSING CHARGES Y2 6/30/2020	24,360.9400	EA	_____	_____
21	EXISTING RENEWALS Y2 6/30/2020	2,273,531.8200	EA	_____	_____
22	MONTHLY LICENSING CHARGES Y2 10/1/2020	350,422.8200	EA	_____	_____
23	MONTHLY LICENSING CHARGES Y2 10/1/2020	24,360.9400	EA	_____	_____
24	MONTHLY LICENSING CHARGES Y2 1/1/2021	364,439.7300	EA	_____	_____
25	MONTHLY LICENSING CHARGES Y2 1/1/2021	25,335.3800	EA	_____	_____
26	MONTHLY LICENSING CHARGES Y2 4/1/2021	364,439.7300	EA	_____	_____
27	MONTHLY LICENSING CHARGES Y2 4/1/2021	25,335.3800	EA	_____	_____
28	EXISTING RENEWALS Y1 12/1/2019	13,811.3800	EA	_____	_____
29	EXISTING RENEWALS Y1 12/1/2019	10,901.8000	EA	_____	_____

# INVITATION TO BID

Number 6147 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a commodity contract, ITB Number 6147 OF for the purpose of selecting a qualified Contractor to provide an IBM Enterprise Software and Services Option. A more detailed description can be found in Section VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be Two (2) years commencing upon execution of the contract by the State and the Contractor (Parties). The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

## INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:

<http://das.nebraska.gov/materiel/purchasing.html>

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful Contractor's proposal or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov>

In addition and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all proposals or responses received regarding this solicitation will be posted to the SPB website.

These postings will include the entire proposal or response. Contractor must request that proprietary information be excluded from the posting. The Contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The Contractor must submit a **detailed written document showing** that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE CONTRACTOR MAY NOT ASSERT THAT THE ENTIRE PROPOSAL OR RESPONSE IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Contractor will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Contractor will be informed. It will be the Contractor's responsibility to defend the Contractor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

**Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.**

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance

**Addendum:** Something to be added or deleted to an existing document; a supplement

**After Receipt of Order (ARO):** After Receipt of Order

**Agency:** Using agencies shall mean and include all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

**Agent/Representative:** A person authorized to act on behalf of another

**Amend:** To alter or change by adding, subtracting, or substituting

**Amendment:** A written correction or alteration to a document

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use

**Automated Clearing House (ACH):** Electronic network for financial transactions in the United States

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation

**Best and Final Offer (BAFO):** In a competitive proposal, the final offer submitted which contains contractor's most favorable terms for price

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor will not withdraw the proposal

**Bidder:** A contractor who submits an offer proposal in response to a written solicitation

**Breach:** Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity

**Business Day:** Any weekday, except State-recognized holidays

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays

**Cancellation:** To call off or revoke a proposal, purchase order or contract without expectation of conducting or performing at a later time

**Catalog/Non-Core:** A printed or electronic list of products a contractor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items

**Central Processing Unit (CPU):** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software

**Change Order:** Document that provides amendments to an executed purchase order

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named



competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement

**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor

**Contract Period:** The duration of the contract

**Contractor:** An individual or entity lawfully conducting business in the State, who seeks or agrees to provide goods or services under the terms of a written contract.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work

**Core List:** Items specifically listed on the solicitation upon which a proposal is evaluated for award .

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or goods provided by a Contractor

**Default:** The omission or failure to perform a contractual duty

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract

**Evaluation:** The process of examining an offer after opening to determine the contractor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposal/s (offers made in response to written solicitations)

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period"

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the solicitation, or contract are completed.

**Interested Party:** A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein

**Invalid Proposal:** A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

**Invitation to Bid (ITB):** A written solicitation utilized for obtaining competitive offers for Services or Goods

**Late Proposal:** An offer received after the Opening Date and Time

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently

**Mandatory/Must:** Required, compulsory, or obligatory

**May:** Discretionary, permitted; used to express possibility

**Module (see System):** A collection of routines and data structures that perform a specific function of software

**Must:** See Mandatory/Must and Shall/Will/Must

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services

**Non-core:** See Catalog.

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal proposals

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back

**Payroll & Financial Center (PFC):** Electronic procurement system of record

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination

**Point of Contact (POC):** The person designated to receive communications and to communicate

**Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error

**Program Set:** The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract

**Proposal:** An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information

**Protest/Grievance:** A complaint about a governmental action or decision related to the solicitation or resultant contract, brought by a contractor who has timely submitted a proposal response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result

**Public Proposal Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend

**Quote:** See Proposal

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication,

and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

**Release Date:** The date of public release of the written solicitation to seek offers

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension

**Request for Information (RFI):** A general invitation to contractor is requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation

**Responsible Contractor:** A Contractor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance

**Responsive Contractor:** A Contractor who has submitted a proposal which conforms to all requirements of the solicitation document

**Shall:** See Must

**Should:** Expected; suggested, but not necessarily mandatory

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its contractor, or market conditions

**Sole Source – Service:** A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract

**Statutory:** These clauses are controlled by state law and are not subject to negotiation

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity

**Termination:** Occurs when the contract expires or either party, pursuant to a power created by agreement or law puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives

**Third-Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4))

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office

**Upgrade:** Any change that improves or alters the basic function of a product of service

**Vendor Performance Report:** A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

**Vendor:** Inclusive term for any Bidder or Contractor.

**Will:** See Mandatory/Must/Shall

**Work Day:** See Business Day

## ACRONYM LIST

**ARO** – After Receipt of Order

**ACH** – Automated Clearing House

**BAFO** – Best and Final Offer

**COI** – Certificate of Insurance

**CPU** – Central Processing Unit

**DAS** – Department of Administrative Services

**F.O.B.** – Free on Board

**ITB** – Invitation to Bid

**NIGP** – National Institute for Governmental Purchasing

**PA** – Participating Addendum

**RFI** – Request for Information

**RFP** – Request for Proposal

**SPB** – State Purchasing Bureau

## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractors who will be responsible for providing IBM Enterprise Software and Services Option at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective Contractors are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the solicitation.

### B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with SPB. The point of contact (POC) for the procurement is as follows:

Name: Nancy Storant  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

From the date the solicitation is issued until the Intent to Award is issued, communication from the Contractor is limited to the POC listed above. After the Intent to Award is issued, the Contractor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Contractors shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by POC; and
3. Contact required for negotiation and execution of the final contract.

*The State reserves the right to reject a contractor's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.*

**C. SCHEDULE OF EVENTS**

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release solicitation	September 10, 2019
2.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 16, 2019 2:00 PM Central Time
3.	Contract finalization period	September 16, 2019 Through September 18, 2019
4.	Contract award	September 19, 2019
5.	Contractor start date	September 19, 2019

**D. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All Contractors must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Contractor who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**E. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if a Contractor commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Contractor shall have an affirmative duty to report any violations of this clause by the Contractor throughout the bidding process, and throughout the term of this contract for the successful Contractor and their subcontractors.

**F. DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the solicitation (Sections II through VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the Contractor in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, solicitation requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

**G. SUBMISSION OF PROPOSALS**

**\*\*\*ALL PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER!\*\*\***

Contractors should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Contractor is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Contractor Proposal Point of Contact". Proposals must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container

or contractor's proposal response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number should be included in all correspondence. The State will not furnish packaging and sealing materials. It is the contractor's responsibility to ensure the ITB is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. 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.

The Invitation to Bid form must be manually signed in an indelible manner and returned by the proposal opening date and time along with the contractor's Invitation to Bid along with any other requirements as stated in the Invitation to Bid document in order for the contractor's Invitation to Bid response to be evaluated.

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

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the contractor's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the Invitation to Bid, the contractor guarantees compliance with the provisions stated in this ITB.

The State shall not incur any liability for any costs incurred by contractors in replying to this ITB, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this ITB.

**H. PROPOSAL PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by Contractors in replying to this solicitation, including any activity related to bidding on this solicitation.

**I. FAILURE TO COMPLY WITH INVITATION TO BID**

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Contractor's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; or,
7. Suspension of the Contractor from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**J. PROPOSAL CORRECTIONS**

A contractor may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**K. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the Contractor and at Contractor's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

**L. PROPOSAL OPENING**

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the proposal for goods, the buyer may read the proposals aloud or allow proposals be available for viewing by the public during the proposal opening. Once the proposal opening has concluded, the proposals will not be available for viewing until the Intent to Award has been posted. An initial proposal tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting contractor, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting contractor will be notified of the release and it shall be the obligation of the submitting contractor to take further action, if it believes the information should not be released.

**M. INVITATION TO BID/PROPOSAL REQUIREMENTS**

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Commodity ITB form signed using an indelible method (electronic signatures are acceptable);
2. Clarity and responsiveness of the proposal;
3. Completed Sections VI;
4. Completed ITB Form or State's Cost Sheet.

**N. EVALUATION COMMITTEE**

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

**O. EVALUATION OF PROPOSALS**

All proposals that are responsive to the solicitation will be evaluated based on the following:

1. Cost Proposal

**Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder.** Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

**Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.** When a state contract is to be awarded to the lowest responsible contractor, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident contractor, if all other factors are equal.

**Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.**

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the ITB cover page under "Contractor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the contractor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the contractor from consideration of the preference.



**P. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The State may determine that oral interviews/presentations and/or demonstrations are required. Every contractor may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select contractors to present/give oral interviews. The evaluations from the oral interviews/presentations and/or demonstrations will be combined with the previous evaluations if there were previous evaluations. The presentation process will allow the contractors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Contractors' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting contractor will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the contractor, but the State reserves the right to refuse or not consider the offered materials. Contractors shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the contractors regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the contractor and will not be compensated by the State.

**Q. BEST AND FINAL OFFER**

If best and final offers (BAFO) are requested by the State and submitted by the contractor, they will be evaluated (using the stated BAFO criteria) and ranked by the Evaluation Committee. The State reserves the right to conduct more than one BAFO. The award will then be granted to the lowest responsible contractor. However, a contractor should provide its best offer in its original proposal. Contractors should not expect that the State will request a BAFO.

**R. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

**S. AWARD**

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's solicitation process and in contractor proposals that are not material, do not compromise the solicitation process or a contractor's proposal, and do not improve a contractor's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more contractors; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

**T. SPECIFICATIONS**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Contractor may offer any brands which meets or exceeds the specification. When a specific product is required, the solicitation will so

state. Any item proposal is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**U. ALTERNATE/EQUIVALENT PROPOSALS**

Contractor may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Contractor must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the Contractor shall be held liable therefore.

**V. LUMP SUM OR "ALL OR NONE" PROPOSALS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Contractors may submit a proposal on an "all or none" or "lump sum" basis, but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and Contractor declines to accept award on individual items; a "lump sum" proposal is one in which the Contractor offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

**W. EMAIL SUBMISSIONS**

SPB will not accept proposals by email, electronic, voice, or telephone proposals **except** for one-time purchases under \$50,000.00.

**X. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

**Y. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

## II. PAYMENT

### A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §81-2403 states “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency” Standard term is to pay after deliverables and that any alteration of that standard term should be carefully considered and used only when absolutely necessary to accommodate certain critical exceptions, i.e. insurance premiums, etc. that must be paid in advance.

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

### B. TAXES (Statutory)

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

### C. INVOICES

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

### D. PAYMENT (Statutory)

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

### E. 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).

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

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

### G. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.



The terms of this Enterprise Software and Services Option ("Agreement") between State of Nebraska ("Client", also called "Customer", "you" and "your") and International Business Machines Corporation ("IBM") allow Client to acquire the ESSO Offerings defined below for one bottom-line price, payable in installments.

The terms of this Agreement are in addition to and may modify (for the purposes of this Agreement only) those of the "Associated Documents" (specified below) that govern the acquisition of the ESSO Offerings. The terms of the Associated Documents are incorporated into this Agreement by reference.

## 1. Definitions

The definitions in the Associated Document(s) shall apply to any capitalized term in this Agreement, unless such term is modified by this Agreement.

**Actual Inventory Value** means the cumulative sum of the recurring license charges of the installed MLC Programs for the period reflected in the MLC Maximum Table below. IBM will calculate the Actual Inventory Value based on the most beneficial license pricing metric in Client's ICA and its Attachments for which Client qualified at the time of usage (e.g., WLC, PSLC). Actual Inventory Value does not include any charges for use of MLC Programs on Specialty Engine Capacity used to execute exclusively Authorized Workload, but Actual Inventory Value does include charges for any Specialty Engine Capacity used to execute any workload other than Authorized Workload (such charges to be calculated at the rates applicable to General Purpose Capacity). If it is determined that at any time Client did not qualify for a license pricing metric that was used to calculate the Actual Inventory Value, it will be recalculated using the pricing metric for which Client did qualify for such time period, and Client will be responsible for full payment of any additional amounts. If it is determined that at any time Client was executing any workload other than Authorized Workload on Specialty Engine Capacity, the Actual Inventory Value will be recalculated using the charges for the MLC Programs installed on such Specialty Engine Capacity which are applicable to General Purpose Engine Capacity and Client will be responsible for full payment of any additional amounts. In addition, if Client uses any Unauthorized Built-in-Capacity, Client agrees to pay for such Capacity, at the charges for such Capacity as if it was acquired from IBM at the prices for which Client then qualified.

**Authorized Workload** means the specific, limited workload (including, without limitation, programs, code, or machine readable instructions) that IBM has specifically authorized in writing (including in Announcement Letters) for execution on a particular type of Specialty Engine Capacity. For each type of Specialty Engine, the capacity to process all workloads other than Authorized Workloads is Unauthorized Built-in-Capacity.

**Capacity** means processor, memory, or other Machine resource that is installed on a System z Machine. Capacity may include: (1) General Purpose Engine Capacity (a processor on or in conjunction with which IBM authorizes Client to use IBM License Machine Code ("LMC") or Licensed Internal Code ("LIC") to execute any and all types of workload. IBM designates General Purpose Engines by feature code); (2) Specialty Engine Capacity, including System z Application Assist Processors ("zAAP") and System z Integrated Information Processor ("zIIP") (a processor on or in conjunction with which IBM has restricted use to execute only Authorized Workloads and on or in conjunction with which IBM authorizes Client to use IBM LMC or LIC to execute only Authorized Workloads. IBM designates Specialty Engines by feature code); and (3) Unauthorized Built-in-Capacity (Built in Capacity that is not authorized by IBM for access or use).

**Cross-Brand Allotment ("CBA")** means funds included in the Option Charges that will be held on account for Client's acquisitions of CBA Offerings in accordance with the terms of this Agreement.

**CBA Offerings** means prospective purchases made using CBA, directly from IBM, of IBM Programs and Appliances, Eligible Cloud Services and IBM Program-related Services performed directly by IBM Software Lab Services. CBA Offerings do not include MLC to one-time charge Program conversions, equipment leases or outsourcing services.

**Eligible Cloud Services** means software as a service and infrastructure as a service subject to the IPAA, the International Agreement for Selected IBM SaaS Offerings or the Cloud Service Agreement. Eligible Cloud Services do not include IBM Global Technology Services or IBM Global Business Services offerings or services.

## ESSO Option

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**MLC Programs** means the IBM System z Programs that are licensed under the ICA or an equivalent agreement which are deployed within Client's Enterprise and which are subject to recurring charges. "MLC Programs" do not include other recurring charge offerings including, but not limited to, S&S.

**Mutually Agreed Pricing** means the pricing offered for an ESSO Offering that Client agrees to acquire that is within IBM's then current established standalone selling price for such ESSO Offering.

**Option Charges** means the sum of the charges for the ESSO Offerings (as defined below).

### 2. Contract Term

This Agreement starts on **June 28, 2019** ("Start Date") and remains in effect up to and including **June 30, 2021** ("End Date"), unless terminated earlier as provided herein. Client may only purchase ESSO Offerings (as defined below) during the contract term.

### 3. ESSO Offerings

The offerings that qualify for the terms of this Agreement ("**ESSO Offerings**") may only be acquired directly from IBM and are as follows:

- a. CBA and CBA Offerings
- b. Products included in Schedule A – Products List including any applicable Attachments, which is attached to and made part of this Agreement (the "**Listed Software Products**"), are comprised of the following:
  - i. Products and Programs
  - ii. IBM Subscription and Support ("**S&S**") renewals for previously acquired Programs
  - iii. Appliances and associated maintenance and S&S as set forth on Attachment B
  - iv. Fixed Term Licenses
  - v. Eligible Cloud Services

Included in the Option Charges are charges for any applicable S&S and such S&S has a coverage period up to and including **June 30, 2021** unless otherwise specified in the Schedule A – Products List.

Appliances and the associated Maintenance and Subscription and Support acquired under this Agreement are listed on **Attachment B - the Supplement for Purchase of IBM Appliances and Appliance Services** ("**Appliance Supplement**"), and has coverage period up to and including **June 30, 2021**. Appliances are subject to the terms and conditions of the IPAA, the Appliance Supplement, and this Agreement.

If S&S is withdrawn by IBM on or before **June 30, 2021** for a Listed Software Product, prior to the date of such withdrawal, IBM in its sole discretion, will either continue to provide S&S to you for that Listed Software Product until the end of the then current coverage period or apply a prorated credit amount to your CBA, as reasonably determined by IBM for such withdrawn S&S at the beginning of each coverage date period for the Listed Software Product subject to such withdrawal.

### 4. Associated Documents and Use of ESSO Offerings

The following IBM Agreements comprise the Associated Documents and govern the use of ESSO Offerings:

1. IBM Customer Agreement ("**ICA**") Number: HW67256 Dated: June 13, 2006, which governs MLC Programs, Machines, and Services;
2. IBM International Passport Advantage Agreement ("**IPAA**") Numbers: 00141, 122064, and 135695, which governs IPAA Programs, IPAA Appliances, IPAA SaaS, IPAA IBM Cloud Services, and associated Subscription and Support;
3. IBM International Program License Agreement ("**IPLA**"), which governs System z Programs and IPAA Programs;
4. International Agreement for the Acquisition of Software Maintenance ("**IAASM**"), which governs System z Programs Software Maintenance;



## ESSO Option

5. IBM License Agreement for Machine Code, which governs machine code on Appliances and Machines;
6. General Terms for Cloud Offerings and their Service Descriptions, which govern Eligible Cloud Services are set forth at: <http://www.ibm.com/software/sla/sladbnsf/sla/saas/>.

### 5. Provisions for Cross-Brand Allotment Offerings

Included in the Option Charges are the following available CBA amounts listed in the CBA Availability Table.

CBA AVAILABILITY TABLE	
Date Availability	Incremental Amount Available
June 30, 2019	\$360,369.00
September 1, 2019	\$360,369.00
December 1, 2019	\$374,783.76
April 1, 2020	\$374,783.76
July 1, 2020	\$374,783.76
October 1, 2020	\$374,783.76
January 1, 2021	\$389,775.11
April 1, 2021	\$389,775.11

Client may use available CBA to acquire CBA Offerings at the discounts listed on the CBA Pricing Table.

Client may use the CBA to acquire other CBA Offerings not listed on the CBA Pricing Table, and the products and services of wholly owned IBM subsidiaries that have been generally enabled for inclusion in ESSO Offerings at Mutually Agreed Pricing.

Items acquired using the CBA must be ordered via a written communication ("CBA Written Order") prior to the earlier of **June 30, 2021** or the date of termination of this Agreement. The CBA Written Order must include the description of the products or services Client is acquiring; references to the price quote provided to Client by IBM; and indicate that Client intends to use the CBA to pay for or otherwise finance such products or services.

CBA PRICING TABLE		
Category Number	Description of Qualifying Elements	Discount off price at the time of acquisition
1	MLC Programs	19% off Actual Inventory Value

IBM services will be provided pursuant to a Statement of Work agreed to by the parties and issued under the ICA or any equivalent agreement in effect between the parties. Any services acquired using CBA funds must be contracted after the Start Date and completed prior to the earlier of **June 30, 2021** or the termination of this Agreement. CBA may not be used for travel and living expenses which will be billed separately.

**Accelerating CBA** If Client wishes to accelerate the payment of prospective Option Charges to accelerate CBA, Client must request an amendment of this Agreement. The Option Charges and the available CBA will be restated in the mutually agreed-upon amendment to reflect such pre-payment.

**Expiration of the CBA** Any remaining CBA after the End Date will not be refunded or carried forward into any future period and will be automatically forfeited as of the End Date.



## ESSO Option

### 5.1. Use of CBA for MLC Programs

Client qualifies for the Category 1 discounts in the CBA Pricing Table if Client's CBA is available and the Actual Inventory Value has not reached the relevant MLC Annual Maximums specified below. If Client does not satisfy these conditions, then Client agrees to pay for such MLC Programs at the prices for which Client then qualifies, as IBM specifies in its invoice to Client.

MLC Annual Maximum Table			
	Period Start Date	Period End Date	MLC Annual Maximum
Period	July 1, 2019	June 30, 2020	\$1,815,192.00
Period	July 1, 2020	June 30, 2021	\$1,887,799.68

The MLC Programs may only be used by that part of Client's Enterprise that existed as of the Start Date of this Agreement and not by any business entities or portions of business entities that become part of Client's Enterprise through merger or acquisition activity after the Start Date of this Agreement. Client must have exclusive authority to determine who may access the MLC Programs, Client must control the premises where the machines on which the MLC Programs are installed reside ("MLC Machines"), and Client must operate the MLC Machines.

The Current List of Active MLC Programs is included in this Agreement as Attachment A and is for reference purposes only to reflect your MLC install base in effect upon execution of this Agreement.

Client acknowledges that (1) the MLC Annual Maximum has been set by Client based on inventories, operating environments, and growth projections provided by Client, and (2) Client understands the basis on which the MLC Annual Maximum has been calculated.

Client agrees that the CBA funds will be applied automatically to the monthly invoice for MLC Programs based on the discounts described in the CBA Pricing Table and that a Purchase Order is not required. The CBA balance will be documented monthly between IBM and Client in a mutually agreed format. Client further agrees that the discount applicable to MLC Programs that is reflected in the CBA Pricing Table will not apply to MLC Programs that are contracted under a separate agreement.

Client may choose to stop using the CBA for MLC Programs by providing written notification to IBM no later than one month before Client would like to stop using the CBA for that purpose, regardless of whether it was prepaid. Any unused amounts will revert back to the CBA fund. Client may cancel MLC Programs pursuant to the terms of the governing Associated Document.

### 6. Eligible Cloud Services

IBM provides the Eligible Cloud Services for the Subscription Period listed on **Schedule A Table C - Eligible Cloud Services** to Client on the date that Client is notified by IBM that Client's access to the Eligible Cloud Services is available (the "Provisioning Date").

The Service Description(s) applicable to the Eligible Cloud Services Subscription remain in effect until the expiration of the Subscription Period.

At the conclusion of the Subscription Period, the service will terminate, unless client notifies IBM of a change in writing at least 30 days prior to the subscription end date.

Notwithstanding the terms of this Agreement, or our prior practice, payment for the Additional Cloud Services Charges is not contingent upon issuance of a purchase order or customer equivalent order letter. All approvals required to issue payment for Additional Cloud Services Charges have been obtained. Payment in full for Additional Cloud Services Charges is due upon receipt of invoice. The "bill to" and "ship to" addresses, along with specific ordering information and amounts due for Additional Cloud Services Charges under this



Agreement, are included in this Agreement or in the Associated Documents related hereto. The order for the Additional Cloud Services Charges is firm and irrevocable upon the determination of such charges by IBM.

## 7. Substitution

Prior to the earlier of the termination of the Agreement or June 30, 2021 and subject to the Quantities listed on **SCHEDULE A – PRODUCTS LIST, TABLE D - NEW IPAA PROGRAMS**, Client may exchange on a dollar-for-dollar basis, according to the unit exchange price contained on Schedule A for each Listed Program (“**Unit Exchange Price**”), any quantity of a Listed Program on Schedule A that has not been deployed (“**Substitutable Program**”), and replace it with quantities of other Listed Program(s) listed on Schedule A that have the same aggregate Unit Exchange Price. The aggregate Dollar amount of the Unit Exchange Prices for the quantity of Substitutable Programs that Client may replace may not exceed \$1,831,850. (the “**Total Cap**”). Notwithstanding the foregoing, if IBM has withdrawn support, then Client may not further increase the licensed quantity for the affected Listed Program using substitution.

Client must notify IBM, in writing, of the name and quantities of all the Programs Involved In the substitution before Client may deploy quantities of Programs selected using substitution as described above. IBM will issue updated proof(s) of entitlement for Programs substituted in accordance with the preceding paragraph once all of the requirements described above have been met. Once a Program's quantity has been increased using substitution, it may not be decreased by any subsequent substitution. If a Substitutable Program has been replaced using substitution with a Program that requires a license key, IBM will provide Client with the quantity of license keys needed to use the Program.

## 8. Fixed Term Licenses

Fixed Term License Programs previously acquired under this Agreement are listed on **Schedule A Table E - New Fixed Term License IPAA Programs**.

Client may elect to cancel Fixed Term Licenses by giving IBM 30 days' written notice, and in exchange receive a prorated credit for any whole remaining months of the remaining prepaid term to be applied to Client's CBA. The revised CBA Availability Table will be restated in an amendment to this Agreement

## 9. Verification

Client may deploy the ESSO Offerings, as permitted by Client's Associated Documents up to the maximum level of use authorizations (quantities) specified in this Agreement. If Client's actual deployment of any of the Listed Software Products has exceeded the specified maximum level of use authorizations (quantities), Client agrees to promptly notify IBM of such excess and to pay separately for such excess as IBM specifies in its invoice, at Client's then-current (1) RSVP level price for Programs made available under the IPAA and (2) suggested retail price for Programs not made available under the IPAA.

Client is responsible for (a) creating and maintaining accurate records of all deployments of ESSO Offerings and of use authorizations (quantities), (b) ensuring that Client does not exceed Client's use authorizations, and (c) remaining in compliance with the terms of this Agreement and the Associated Documents, including, without limitation, all of IBM's applicable licensing and pricing qualification terms (independently or collectively the “**License Terms**”).

Upon reasonable notice, IBM may verify Client's compliance with the License Terms at all sites and for all environments in which Client uses (for any purpose) ESSO Offerings subject to the License Terms. Such verification will be conducted in a manner that minimizes disruption to Client's business and may be conducted on Client's premises, during normal business hours. IBM may use an independent auditor (“**Auditor**”) to assist with such verification, provided IBM has a written confidentiality agreement in place with such Auditor. Client agrees to provide to IBM and the Auditors accurate written records, system tool outputs





## ESSO Option

(including without limitation the retained SMF 30 subtype 4 records), and other system information sufficient to provide auditable verification that Client's use of all ESSO Offerings is in compliance with the License Terms.

If applicable, for Eligible Cloud Services in which provisioning and access for Client's end users is not handled directly by IBM, Client will i) maintain, and provide upon request, records, system tools output and access to Client's premise, as reasonably necessary, for IBM and its independent auditor to verify Client's compliance with this Agreement, and ii) promptly order any required entitlements and pay additional charges at IBM's then current rates (including uses in excess of Client's authorization or entitlements and other liabilities determined as a result of such verification).

The rights and obligations set forth in this section (Verification) remain in effect during the term of this Agreement and for two years thereafter.

IBM will notify Client in writing if any such verification indicates that Client has used any of the ESSO Offerings in excess of its use authorizations or are otherwise not in compliance with the License Terms. In addition to Client's obligations to pay for any excess use, Client agrees to promptly pay directly to IBM the charges that IBM specifies in an invoice for: (1) S&S for the ESSO Offerings in such excess use for the lesser of the duration of such excess use or two years; and (2) any additional charges and other liabilities determined as a result of such verification.

Unless specifically agreed herein or in another signed agreement in writing between Client and IBM, the licenses for the Programs and S&S acquired under this Agreement may not be used to settle or resolve any software license non-compliance by Client that occurred prior to the Start Date of this Agreement. Further, unless otherwise agreed to by the parties in writing, the licenses for the Programs and S&S acquired under this Agreement may not be used as authorization to deploy Programs prior to the Start Date.

### 10. Charges

Client shall pay IBM for all ESSO Offerings provided under this Agreement.

The Option Charges are due on or before the following dates as follows:

Due Date	Amount Due
June 30, 2019	\$8,661,763.10
September 1, 2019	\$1,105,379.08
December 1, 2019	\$399,496.94
April 1, 2020	\$374,783.76
July 1, 2020	\$3,704,645.48
October 1, 2020	\$374,783.76
January 1, 2021	\$389,775.11
April 1, 2021	\$389,775.11

The Option Charges do not include any additional amounts incurred pursuant to the section of this Agreement entitled "Verification". The Option Charges are exclusive of any applicable duties, fees and taxes. Client is responsible for any such duties, fees and taxes including, but not limited to, withholding taxes and, if as a result of Client's moving, accessing or using any of the ESSO Offerings across a border, any customs duty, tax, levy or fee (including withholding taxes for the import or export of any such ESSO Offering).

The Option Charges are not cancelable except as may be otherwise provided in the section of this Agreement entitled "Termination".

Notwithstanding the terms of this Agreement or our prior practice, payment is not contingent upon issuance of a Purchase Order. All approvals required to issue payment have been obtained.



## ESSO Option

Payment in full is due upon receipt of invoice. The bill to, ship to addresses along with specific ordering information and amounts due under this Agreement are included herein or in other documents related hereto. This order is firm and irrevocable.

### 11. Future Purchases

On a quarterly basis, you may amend this Agreement and acquire additional Products from IBM at the following discount level:

- Passport Advantage and zSeries One Time Charge branded software at an 11.00% discount off the lowest price to which you are then entitled under the Passport Advantage program or IPLA, as appropriate. Programs for which IBM pays a royalty and Programs that IBM identifies as "restricted" are excluded.

### 12. Future S&S

Provided (i) Client's S&S has not lapsed; (ii) S&S is made generally available for the Eligible Products listed in Table A and B (e.g., S&S has not been withdrawn); and (iii) Client renews S&S for all quantities of all Eligible Products listed in Table A - New System z IPLA Programs and Table B - S&S on Previously Acquired System z IPLA Programs herein, prior to the beginning of the applicable S&S Coverage Period below, Client shall be entitled to receive prices not to exceed those listed below in Table 1 - Acquisition of Additional S&S for acquisitions of S&S for the quantities of all the Eligible Products listed in Table 1 herein. S&S must be ordered directly from IBM for the S&S Coverage Periods and at prices not to exceed those shown in the table below by providing written authorization to IBM (e.g., order form, order letter, purchase order) at least 30 days prior to the beginning of the applicable S&S Coverage Period.

**Table 1 - Acquisition of Additional S&S**

S&S Coverage Period	Not to Exceed Price
July 1, 2021 - June 30, 2022	\$1,963,966.00
July 1, 2022 - June 30, 2023	\$2,062,164.00

S&S prices are based on the IBM prices available in the country in which Client acquired the Eligible Product.

### 13. Termination

Subject to the payment of the amounts described below, Client may terminate this Agreement at each annual anniversary of the Start Date by providing IBM written notice at least 90 days prior to such anniversary.

Upon such termination, Client will pay to IBM all unpaid Option Charges (the "Remaining Charges"), including:

- any amounts due pursuant to the Section of this Agreement entitled "Verification";
- any taxes which arise on or before the date of the termination;
- any outstanding S&S, Monthly License and Fixed Term License charges, Services Credits, and Eligible Cloud Services charges due until the contract End Date; and
- all outstanding amounts committed under a CBA Written Order.

Notwithstanding any such termination, but subject to Client's payment of the Remaining Charges, the S&S, term license, and subscription coverage periods specified herein continue in accordance with the terms and conditions of the Associated Documents.

### 13. General

- Acquisitions made under this Agreement may not be resold, rented, leased or transferred to third parties.
- Each party will identify one point of contact to facilitate communication between the parties and the management of this Agreement.
- Client may not transfer or assign this Agreement without the written consent of IBM. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assignees.



## ESSO Option

- d. IBM may assign its rights to payments under this Agreement.
- e. Unless contrary to Section 72-1601 of the Nebraska Statutes, it will be considered a material breach of this Agreement if Client sets-off, or attempts to set-off, any payments due IBM under this Agreement by any amounts IBM owes Client, or may owe Client, under other agreements Client may have with IBM or if Client refuses to make payments under this Agreement based upon any dissatisfaction Client may have under any such other agreements.
- f. IBM's Data Processing Addendum ("DPA") at <https://www.ibm.com/dpa> and the DPA Exhibits apply and supplement the Agreement if and to the extent the European General Data Protection Regulation (EU/2016/679) applies to the processing of personal data by IBM as a processor on behalf of the Client.

The DPA Exhibit applicable to S&S is published at:

[https://www.ibm.com/mysupport/s/article/support-privacy?language=en\\_US](https://www.ibm.com/mysupport/s/article/support-privacy?language=en_US)

Upon provisioning of IBM SaaS or IBM Cloud Services, the terms of the "Data Sheets" published at: <http://www.ibm.com/software/sla/sladb.nsf/sla/dpa/> which function as DPA Exhibits for Eligible Cloud Services shall apply.

Any DPA Exhibit(s) and Data Sheets that are attached to this Agreement as **Attachment C - IBM DPA Exhibits** are for Client's informational purposes only.

The prices and terms of this Agreement will not become effective unless Client returns a signed copy of this Agreement to IBM on or before **June 28, 2019**.

The parties agree that this Agreement, including all Associated Documents is the complete agreement between the parties and replaces any prior oral and/or written communications between them concerning its subject matter. By signing below, the parties agree to the terms of this Agreement and the Associated Documents. If there is a conflict among terms of this Agreement and those of the Associated Documents, for the purposes of this Agreement, those of this Agreement prevail.

Agreed to:

**State of Nebraska**

By \_\_\_\_\_

Client Authorized signature

Name (type or print): Ed Toner

Position (type or print): CIO

Date: **6/25/2019**

Client's IBM Customer number: 6379073

Client's address: 501 S 14<sup>th</sup> Street  
Lincoln, NE 68509-2711

Agreed to:

**International Business Machines Corporation**

By \_\_\_\_\_

Authorized signature

Name (type or print): Carolyn A. Boss

Position (type or print): Software Client Leader

Date: **6/26/2019**



**SCHEDULE A – PRODUCTS LIST**

TABLE A – NEW SYSTEM Z IPLA PROGRAMS						
LICENSE PART NUMBER	S&S PART NUMBER	DESCRIPTION	QUANTITY (VALUE UNITS)	QUANTITY (MSU)	S&S START DATE	S&S END DATE
5655P03	5655P04	Data Encryption IMS Db2 db	111	333	7/01/2019	6/30/2021
5655MA1	5655MA2	Multi Factor Authentication	2	333	7/01/2019	6/30/2021
5655MS2	5655MSS	Db2 Management Sol Pack	111	333	7/01/2019	6/30/2021
5698ABH	5698AAQ	Operations Analytics for z	111	333	7/01/2019	6/30/2021
5698AS1	5698AS2	z capacity Planning V2	26	333	7/01/2019	6/30/2021
5635ZCS	5635ZCB	z/OS Cloud Broker	1	333	7/01/2019	6/30/2021
5655CE4	5655CE3	IBM z/OS Connect EE	2	333	7/01/2019	6/30/2021
5655SDS	5655SDK	SDK for Node.js – z/OS	111	333	7/01/2019	6/30/2021

TABLE B – S&S ON PREVIOUSLY ACQUIRED SYSTEM Z IPLA PROGRAMS					
S&S PART NUMBER	DESCRIPTION	QUANTITY (Value Units)	QUANTITY (MSU)	S&S START DATE	S&S END DATE
5655CD2	IBM CICS Opt Solution Pk	111	333	7/01/2019	6/30/2021
5655DRS	Data Rep for DB2 zOS	111	333	7/01/2019	6/30/2021
5655I32	Migration Util for z/OS V4	111	333	7/01/2019	6/30/2021
5655T03	zSecure Admin V2	26	333	7/01/2019	6/30/2021
5655T04	zSecure Audlt RACF	26	333	7/01/2019	6/30/2021
5655T08	zSecure Command Verifier V2	26	333	7/01/2019	6/30/2021
5655T10	zSecure Visual V2	26	333	7/01/2019	6/30/2021
5655T12	zSecure Alert RACF	26	333	7/01/2019	6/30/2021
5655W80	Optim TDM – Data Masking	111	333	7/01/2019	6/30/2021
5655W80	Optim TSM for z/OS	111	333	7/01/2019	6/30/2021

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5655E86	Db2 Log Analysis Tool V3	111	333	7/01/2019	6/30/2021
5697P11	DB2 V11 for z/OS VUE	137	333	7/01/2019	6/30/2021
5697QSS	DB2 QMF for z/OS	137	333	7/01/2019	6/30/2021
5698AAG	Service Mgmt Suite z/OS	111	333	7/01/2019	6/30/2021
5698S58	IBM Tiv Output Manager zOS	111	333	7/01/2019	6/30/2021
5698E03	CSM for z/OS V6	19	333	7/01/2019	6/30/2021
5655X10	IBM Connect:Direct z/OS Std	5 Simultaneous Sessions	5 Simultaneous Sessions	7/01/2019	6/30/2021
5698S51	IBM Z Workload Scheduler V9	28	333	7/01/2019	6/30/2021
5722DFK	CICS TS VUE v5	111	333	7/01/2019	6/30/2021

TABLE C - ELIGIBLE CLOUD SERVICES						
Part Number	Part Description	Subscription Period	Quantity	Description	End Date	Unit Price
D0107ZX	Information Server Enterprise Edition on Cloud Managed DevTest Small Instance per Month	12 Months	1	Subscription	6/30/2020	Included
D010DZX	Information Server Enterprise Edition on Cloud Managed Small Instance per Month	12 Months	1	Subscription	6/30/2020	Included
D1QFMLL	IBM Information Server on Cloud Enterprise Edition, Accelerator per Engagement Setup	N/A	100 Hours	Set up	6/30/2020	Included

TABLE D - NEW IPAA PROGRAM LICENSES AND S&S						
S&S PART NUMBER	LICENSE PART NUMBER	PRODUCT DESCRIPTION	QUANTITY	UNIT EXCHANGE PRICE	S&S START DATE	S&S END DATE
E0N3ZLL	D1QG4LL	IBM Application Discovery for IBM Z Floating User License + SW Subscription & Support 12 Months	2	32,455	7/01/2019	6/30/2021
E0N43LL	D1QKQLL	IBM Application Discovery for IBM Z Virtual Server License + SW Subscription & Support 12 Months	1	417,095	7/01/2019	6/30/2021
E0HR3LL	D0ZX9LL	IBM InfoSphere Master Data Management Custom Domain Hub - Standard Edition for Non-Financial Services zEnterprise BladeCenter Extension and Linux on System z Resource Value Unit License + SW Subscription & Support 12 Months	800	288.80	7/01/2019	6/30/2021

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EOHR0LL	D0ZX3LL	IBM InfoSphere Master Data Management Organization Hub - Standard Edition for Non-Financial Services Linux on System z Resource Value Unit License + SW Subscription & Support 12 Months	1600	288.80	7/01/2019	6/30/2021
EOJZULL	D16HELL	IBM InfoSphere Master Data Management RDM Hub for Non-Financial Service Non-Production Install for Linux on System Z License + SW Subscription & Support 12 Months	3	114,325	7/01/2019	6/30/2021
EOJZTLL	D16HBL	IBM InfoSphere Master Data Management RDM Hub for Non-Financial Service Production Install for Linux on System Z License + SW Subscription & Support 12 Months	1	235,450	7/01/2019	6/30/2021
EOBL4LL	D0I9ELL	IBM InfoSphere Identity Insight Non-Production Environment for Linux on System z Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	200	190.96	7/01/2019	6/30/2021
EOBL2LL	D0I9ALL	IBM InfoSphere Identity Insight Non-Production Environment for Linux on System z Resource Value Unit License + SW Subscription & Support 12 Months	15	4579.50	7/01/2019	6/30/2021
EO8LLL	DOCL0LL	IBM InfoSphere Identity Insight Processor Value Unit (PVU) for Linux on System z License + SW Subscription & Support 12 Months	400	383.44	7/01/2019	6/30/2021
EO8NL	DOCL4LL	IBM InfoSphere Identity Insight Resource Value Unit for Linux on System z License + SW Subscription & Support 12 Months	55	9,155	7/01/2019	6/30/2021
EONBILL	D1RP3LL	IBM QRadar Event Capacity 2.5K Events Per Second License + SW Subscription & Support 12 Months	3	124,440	7/01/2019	6/30/2021
EOPOFLL	D1VS3LL	IBM Cloud Private for Linux on z System Virtual Processor Core License + SW Subscription & Support 12 Months	30	6,307	7/01/2019	6/30/2021
EOPNKLL	D20WCLL	IBM Cloud Cost and Asset Management for Private Clouds Virtual Processor Core License + SW Subscription & Support 12 Months	20	489.60	7/01/2019	6/30/2021
EOPJLL	D1VS8LL	IBM Cloud Private Automation Manager for Managed Environments for IBM z Virtual Processor Core License + SW Subscription & Support 12 Months	20	1,438.70	7/01/2019	6/30/2021
EOK2HLL	D178VLL	IBM Cognos Analytics Information Distribution Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	70	589.50	7/01/2019	6/30/2021
EOGXVLL	D0YJ3LL	IBM SPSS Complex Samples for Linux on System z Concurrent User License + SW Subscription & Support 12 Months	1	4,171.50	7/01/2019	6/30/2021
EODTXLL	D0PSQLL	IBM InfoSphere Optim Data Privacy Enterprise Edition Terabyte License + SW Subscription & Support 12 Months	1	80,495	7/01/2019	6/30/2021
EOI3YLL	D10S8LL	IBM InfoSphere Information Server Enterprise Hypervisor Edition for AIX for Non-production License + SW Subscription & Support 12	100	877.20	7/01/2019	6/30/2021

**ESSO Option**



		Months				
EODHTLL	D0NUHLL	IBM infosphere Master Data Management Patient Hub-Standard Edition Resource Value Unit (RVU) License + SW Subscription & Support 12 Months	100	344.76	7/01/2019	6/30/2021
EODLHLL	D0P4MLL	IBM InfoSphere Information Server for Data Integration Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	70	1091.40	7/01/2019	6/30/2021
EO4PSLL	D03UGLL	IBM InfoSphere Information Analyzer Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	70	606.10	7/01/2019	6/30/2021
EOPTDLL	D228CLL	IBM Watson Knowledge Catalog Professional On-Prem Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	70	587.35	7/01/2019	6/30/2021
EODKRL	D0P20LL	IBM InfoSphere Information Governance Catalog Authorized User License + SW Subscription & Support 12 Months	1	14,382	7/01/2019	6/30/2021
EODKILL	D0P1DLL	IBM InfoSphere Information Server Enterprise Edition Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	70	1754.40	7/01/2019	6/30/2021

**TABLE E – S&S ON PREVIOUSLY ACQUIRED FIXED TERM LICENSE PROGRAMS**

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
EO9LALL	IBM SPSS Statistics Standard Authorized User Subsequent Fixed Term License + SW Subscription & Support 12 Months	1	7/01/2019	6/30/2020

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals**

Agency: State of Nebraska Office of the CIO, PA Site 3574060

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
EOJGZLL	IBM Security QRadar Core Appliance XX28 G2 Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 Months	3	7/01/2019	6/30/2021
EOJHOLL	IBM Security QRadar Core Appliance XX28 G2 Appliance Install Subsequent Appliance Hard Drive Retention Service Upgrade 12 Months	3	7/01/2019	6/30/2021
EOJGYLL	IBM Security QRadar Core Appliance XX28 G2 Appliance Install Annual Appliance Maintenance + Subscription and Support Renewal	3	7/01/2019	6/30/2021

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA Renewals**

Agency: State of Nebraska Office of the CIO, PA Site # 3574060

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
EOG1ELL	IBM Security QRadar SIEM Console 31XX Install Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021



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E0G1LL	IBM Security Qradar SIEM Flow Processor 17XX Install Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
E0F4RL	IBM Security QRadar SIEM Flow Capacity Pack Increase of 100K FPM Install Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
E0G1GL	IBM Security Qradar SIEM Event Processor 16XX Install Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
E0F4QL	IBM Security QRadar SIEM Event Capacity Pack Increase of 2.5K EPS Install Annual SW Subscription & Support Renewal	3	7/01/2019	6/30/2021
E0NBILL	IBM QRadar Event Capacity 2.5K Events Per Second Annual SW Subscription & Support Renewal 12 Months	2	12/01/2019	6/30/2021

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA Renewals**

Agency: DAS-IM, PA Site #7005127

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E1AR9LL	IBM Db2 Connect Unlimited Edition for System z Host Server Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2021
E1AQSLL	IBM Db2 Connect Unlimited Edition for System z Millions of Service Units per Hour Annual SW Subscription & Support Renewal	364	7/01/2019	6/30/2021
E03VDLL	IBM Host Access Client Package for Multiplatforms (HACP), Authorized User System z, Annual SW Subscription & Support Renewal	7079	7/01/2019	6/30/2021
E0PLSLL	IBM Security Key Lifecycle Manager for RAW Decimal Terabyte Storage Resource Value Unit Annual SW Subscription & Support Renewal 12 Months	384	7/01/2019	6/30/2021
E06JMLL	IBM Security Key Lifecycle Manager Basic Edition Install SW Subscription & Support Renewal	2	7/01/2019	6/30/2021
E005DLL	IBM Db2 Connect Unlimited Edition for System z for Linux on z Host Server Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2021

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA Renewals**

Agency: Nebraska State Patrol, PA Site #7005129

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E0DQTL	IBM I2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Renewal 12 Months	2	7/01/2019	6/30/2021
E07UML	IBM Domino Enterprise Client Access license Authorized User Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2021
E020KL	IBM Domino Enterprise Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	7/01/2019	6/30/2021
E022BL	IBM Enterprise Integrator Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	100	7/01/2019	6/30/2021

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA Renewals**

Agency: Nebraska Department of Transportation, PA Site #7005135

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E07BQL	IBM Db2 Workgroup Server Edition Limited Use Socket Annual SW Subscription & Support Renewal	12	7/01/2019	6/30/2021





TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals				
Agency: Nebraska Department of Health and Human Services, PA Site: 7021076				
E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E0GXJLL	IBM SPSS Advanced Statistics Linux on System z Concurrent User Annual SW Subscription & Support Renewal	6	7/01/2019	6/30/2021
E0GXLLL	IBM SPSS Statistics Base for Linux on System z Concurrent User Annual SW Subscription & Support Renewal	27	7/01/2019	6/30/2021
E0GXLL	IBM SPSS Custom Tables for Linux on System z Concurrent User Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2021
E0FYNLL	IBM SPSS Regression for Linux on System z Concurrent User Annual SW Subscription & Support Renewal	7	7/01/2019	6/30/2021
ED27NLL	IBM License Metric Tool Per Establishment Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
E0A13LL	IBM CICS Transaction Gateway Desktop Edition Authorized User Annual SW Subscription & Support Renewal	3382	7/01/2019	6/30/2021
E0BX3LL	IBM Sterling Connect:Direct Standard Edition Simultaneous Session Annual SW Subscription & Support Renewal	4	7/01/2019	6/30/2021
E0256LL	IBM MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	1400	7/01/2019	6/30/2021
E020CLL	IBM DB2 Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	910	7/01/2019	6/30/2021

TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA Renewals				
Agency: Nebraska Department of Education, PA Site #7022093				
E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E09NZLL	IBM SPSS Statistics Professional Authorized User Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
E0DLHLL	IBM InfoSphere Information Server for Data Integration Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	140	1/01/2020	6/30/2021
E0DL4LL	IBM InfoSphere Information Server for Data Integration for Non-Production Environments Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	140	1/01/2020	6/30/2021

TABLE F - S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals				
Agency: Nebraska Department of Labor, PA Site #7106755				
E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E020CLL	IBM Db2 Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	140	7/01/2019	6/30/2020
E09NNLL	IBM SPSS Statistics Base Authorized User Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2021
E012TLL	IBM Rational ClearCase Floating User Annual SW Subscription & Support Renewal	5	7/01/2019	6/30/2020
E012ULL	IBM Rational ClearCase Change Management Solution Enterprise Edition Floating User Annual SW Subscription & Support Renewal	5	7/01/2019	6/30/2020
E012XLL	IBM Rational ClearCase Change Management Solution Floating User Annual SW Subscription & Support Renewal	10	7/01/2019	6/30/2020



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E01MJLL	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	13	7/01/2019	6/30/2020
E02SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	560	7/01/2019	6/30/2020
E025QLL	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	400	7/01/2019	6/30/2020
E027NLL	IBM License Metric Tool Per Establishment Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2020
E02AFL	IBM Workload Scheduler Processor Value Unit (PVU) Annual SW Maintenance Renewal	350	7/01/2019	6/30/2020

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA Renewals**  
Agency: Nebraska Department of Environmental Quality, PA Site # 7109468

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E01MJLL	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
E025QLL	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	125	7/01/2019	6/30/2021
E07UMLL	IBM Domino Enterprise Client Access License Authorized User Annual SW Subscription & Support Renewal	50	7/01/2019	6/30/2021
E020KLL	IBM Domino Enterprise Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	125	7/01/2019	6/30/2021

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals**  
Agency: Nebraska Department of Corrections, PA Site# 7139688

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E0DQTL	IBM i2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Renewal 12 Months	7	7/01/2019	6/30/2020
E0DTFLL	IBM i2 iBase User Concurrent User Annual SW Subscription & Support Renewal	12	7/01/2019	6/30/2020
E0DTGLL	IBM i2 iBase Designer Concurrent User Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2020
E0DTHLL	IBM i2 iBase Geographic Information System Interfaces Concurrent User Annual SW Subscription & Support Renewal	3	7/01/2019	6/30/2020
E0FX9LL	IBM i2 Text Chart Concurrent User Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2020

**TABLE F– S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals**  
Agency: Nebraska Supreme Court, PA Site# 7235570

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S ENO DATE
EOK30LL	IBM Cognos Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2020
EOK32LL	IBM Cognos Analytics User Authorized User Annual SW Subscription & Support Renewal	60	7/01/2019	6/30/2020

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E0K2DLL	IBM Cognos Analytics Explorer Authorized User Annual SW Subscription & Support Renewal	6	7/01/2019	6/30/2020
E0K2HLL	IBM Cognos Analytics Information Distribution Processor Value Unit Annual SW Subscription & Support Renewal	210	7/01/2019	6/30/2020
E0HP5LL	IBM Db2 Advanced Workgroup Server Edition Terabyte Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2020
E0DKILL	IBM InfoSphere Information Server Enterprise Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	280	7/01/2019	6/30/2020
E09LALL	IBM SPSS Statistics Standard Authorized User Subsequent Fixed Term License + SW Subscription & Support 12 Months	1	7/01/2019	6/30/2020

TABLE F -- S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals				
Agency: Douglas Omaha Technology, PA Site# 7405353				
E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E1AR9LL	IBM Db2 Connect Unlimited Edition for System z Host Server Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
E020CLL	IBM Db2 Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	210	7/01/2019	6/30/2021
E1AQSLL	IBM Db2 Connect Unlimited Edition for System z Millions of Service Units per Hour Annual SW Subscription & Support Renewal	6	7/01/2019	6/30/2021
E027NLL	IBM License Metric Tool Per Establishment Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2021
E07UMLL	IBM Domino Enterprise Client Access License Authorized User Annual SW Subscription & Support Renewal	3	7/01/2019	6/30/2021
E020KLL	IBM Domino Enterprise Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	100	7/01/2019	6/30/2021

TABLE F -- S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals				
Agency: AS State Accounting, PA Site# 7721897				
E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E02AFLL	IBM Workload Scheduler Processor Value Unit (PVU) Annual SW Maintenance Renewal	280	7/01/2019	6/30/2021

TABLE F -- S&S ON PREVIOUSLY ACQUIRED IPAA S&S RENEWALS				
AGENCY: FOSTER CARE, PA SITE# 7295380				
E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E09NLL	IBM SPS Statistics Base Authorized User Annual SW Subscription & Support Renewal	2	7/01/2019	6/30/2021

TABLE F -- S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals				
Agency: Nebraska Department of Retirement, PA Site# 7939538				
E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E01MJLL	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	7	7/01/2019	6/30/2021

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E0M8FLL	IBM WebSphere Application Server Family Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	420	7/01/2019	6/30/2021
E0197LL	IBM Rational Functional Tester Authorized User Annual SW Subscription & Support Renewal	3	7/01/2019	6/30/2021
E027NLL	IBM License Metric Tool Per Establishment Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals**  
City of Lincoln, PA Site# 7586666

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E09NLL	IBM SPSS Statistics Base Authorized User Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
E09PXL	SPSS Custom Tables Authorized User Annual SW Subscription & Support Renewal	1	7/01/2019	6/30/2021
E025QLL	IBM Websphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	100	7/01/2019	6/30/2021

**TABLE F – S&S ON PREVIOUSLY ACQUIRED IPAA S&S Renewals**  
Agency: Nebraska Department of Health and Human Services – Medicaid, PA Site# 3714147

E PART NUMBER	DESCRIPTION	QUANTITY	S&S START DATE	S&S END DATE
E0K3OLL	IBM Cognos Analytics Administrator per Authorized User Annual SW Subscription & Support Renewal	5	9/01/2019	6/30/2021
E0HVPLL	IBM Cognos Analytics User per Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	280	9/01/2019	6/30/2021
E0I3WLL	IBM InfoSphere Information Server Enterprise Hypervisor Edition for AIX - AIX License Required Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2021
E0I3YLL	IBM InfoSphere Information Server Enterprise Hypervisor Edition for AIX for Non-Production Environments- AIX License Required Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2021
E0CYDLL	IBM InfoSphere Master Data Management Individual Hub - Standard Edition for Non-Financial Services per Resource Value Unit Annual SW Subscription & Support Renewal	5435	9/01/2019	6/30/2021
E0DHTLL	IBM InfoSphere Master Data Management Patient Hub - Standard Edition Resource Value Unit Annual SW Subscription & Support Renewal	400	9/01/2019	6/30/2021
E0DTXLL	IBM InfoSphere Optim Data Privacy Enterprise Edition Terabyte Annual SW Subscription & Support Renewal	1	9/01/2019	6/30/2021
E0DU6LL	IBM Rational Test Virtualization Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	100	9/01/2019	6/30/2021
E0I7OLL	IBM SOA Policy Gateway Pattern for AIX per Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	800	9/01/2019	6/30/2021
E0DSYLL	IBM Workload Automation 10 MONTHLY JOBS Annual SW Subscription & Support Renewal	150	9/01/2019	6/30/2021



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E0F3LL	IBM Tivoli Composite Application Manager For Applications 3 Agent Pack Resource Value Unit Annual SW Subscription & Support Renewal	128	9/01/2019	6/30/2021
E03VJLL	IBM Connections Authorized User Annual SW Subscription & Support Renewal	5	9/01/2019	6/30/2021
E0BXLL	IBM Sterling Connect:Direct Premium Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2021
E0BXMLL	IBM Sterling Connect:Direct Premium Edition for Non-Production Environment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2021
E0BW0LL	IBM Secure Proxy for Non-Production Environment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2021
E0BV2LL	IBM Secure Proxy Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2021
E0BWXL	IBM Sterling File Gateway Enterprise for Non-Production Environment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	600	9/01/2019	6/20/2021
E0BX1LL	IBM Sterling File Gateway Enterprise Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	600	9/01/2019	6/30/2021
E02AULL	IBM App Connect Enterprise Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	1600	9/01/2019	6/30/2021
E0N75LL	IBM Curam Universal Access Resource Value Unit Annual SW Subscription & Support Renewal (converted from E0E72LL)	100629	9/01/2019	6/30/2021
E0ECCLL	IBM Curam Evidence Broker Authorized User Annual SW Subscription & Support Renewal	700	9/01/2019	6/30/2020
E0ECFLL	IBM Curam Life Event Management Authorized User Annual SW Subscription & Support Renewal	700	9/01/2019	6/30/2020
E0ECILL	IBM Curam Life Event Management Professional Authorized User Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2020
E0ECPLL	IBM Curam Verification Engine Authorized User Annual SW Subscription & Support Renewal	700	9/01/2019	6/30/2020
E0ECSLL	IBM Curam Verification Engine Professional Authorized User Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2020
E0E61LL	IBM Curam Appeals Authorized User Annual SW Subscription & Support Renewal	700	9/01/2019	6/30/2020
E0E64LL	IBM Curam Appeals Professional Authorized User Annual SW Subscription & Support Renewal	200	9/01/2012	6/30/2020
E0E6ALL	IBM Curam Business Intelligence and Analytics Authorized User Annual SW Subscription & Support Renewal	700	9/01/2019	6/30/2020
E0E6DLL	IBM Curam Business Intelligence and Analytics Professional Authorized User Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2020
E0E6QLL	IBM Curam Provider Management Authorized User Annual SW Subscription & Support Renewal	700	9/01/2019	6/30/2020
E0E6TLL	IBM Curam Provider Management Professional Authorized User Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2020
E0E75LL	IBM Curam Social Program Management Platform Authorized User Annual SW Subscription & Support Renewal	700	9/01/2019	6/30/2020
E0E78LL	IBM Curam Social Program Management Platform Professional Authorized User Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2020



## ESSO Option

E0E7RLL	IBM Curam Income Support for Medical Assistance Authorized User Annual SW Subscription & Support Renewal	700	9/01/2019	6/30/2020
E0E7ULL	IBM Curam Income Support for Medical Assistance Authorized User Annual SW Subscription & Support Renewal	200	9/01/2019	6/30/2020

# ESSO Option



Attachment A Current List of Active MLC Programs	
PRODUCT NUMBER	PRODUCT NAME
5650ZOS	z/OS V2 Base
5650-ZOS	z/OS V2 DFSMS dsshsm
5650-ZOS	z/OS V2 DRSMS mmm
5650-ZOS	z/OS V2 GDDM PGF
5650-ZOS	z/OS V2 HLA Toolkit
5650-ZOS	z/OS V2 InfoPrint Server
5650-ZOS	z/OS V2 RMF
5650-ZOS	z/OS V2 SDSF
5650-ZOS	z/OS V Security Server
5650-ZOS	z/OS V2 XL C/C++
5655-A25	IBM AFP Toolbox for MVS
5655-EC6	Enterprise COBOL for z/OS V6.2
5655-M32	PSF V4 for z/OS
5655-M32	PSF V4 Enhanced ACIF
5655-N60	InfoPrint Transforms to AFP for z/OS V2
5655-PL5	Enterprise PL/1 for z/OS V5.2
5655-TF2	Print Transform AFP to PCL IP Svr V1
5655-W32	Enterprise COBOL for z/OS V5.1
5655-W67	Enterprise PL/1 for z/OS V4.5
5688-087	VS FORTRAN V2 Compiler/Library
5688-190	PPFA/370
5688-191	OGL/370
5695-013	IBM Compiler for REXX/370
5695-014	IBM Library for REXX/370
5734-LM3	FORTTRAN IV Library Mod II
5748-XX9	DCF Doc Composition Facility



Attachment B



Supplement for Purchase of IBM Appliances and Appliance Services

This Supplement is between the Client (also called "Customer", "you" and "your") and the IBM legal entity referenced below ("IBM").

<b>Delivery: Name and Address of Client:</b>	<b>Delivery: State of Nebraska – Nebraska Office of the OCIO</b>
<b>Delivery: *Ship to Address:</b>	501 S 14 <sup>th</sup> Street Lincoln, NE 68508-2711
<b>Delivery: *Installation Address:</b> (If different than Ship To Address, include each Specified Location where an Appliance may be installed)	501 S 14 <sup>th</sup> Street Lincoln, NE 68508-2711
<b>Delivery: IBM Customer No:</b>	7295380
<b>Delivery: IBM Agreement ("Agreement") / Site No:</b>	00141/3574060
<b>Delivery: Clients originating Site:</b>	3574060
<b>Delivery: **Customer Requested Arrival Date (CRAD):</b>	

\*If Ship To Address or Installation Address changes prior to shipment of the Appliance, Client is responsible for notifying IBM (if applicable)

Part No. License/ S&S	Qty	Description	WARR Period for Mach Compo	Type of Svc During WARR	*** Client set up (Y/N)	Svc Lvl During WARR	WARR Svc Lvl UPGR	Prod Status Code	Type of Maint Svc After WARR	Maint Svc Lvl After WARR	Maint Svc Lvl UPGR	Cov- erage Period
E0JGYLI	3	IBM Security Qradar Core Appliance XX28 G2 Appliance Install Annual Appliance Maintenance Subscription & Support Renewal							A	1	D	Thru 6/30/2021
E0JGZLL	3	IBM Security Qradar Core Appliance XX28 G2 Appliance Install Subsequent Appliance Business Critical Service Upgrade 12 months							A	1	D	Thru 6/30/2021
E0JHOLL	3	IBM Security Qradar Core Appliance XX28 G2 Appliance Install Subsequent Appliance hard Drive Retention Service Upgrade 12 Months							A	1	D	Thru 6/30/2021

\*\* CRAD is an estimated date in which the Appliance(s) will be delivered to Client. The official delivery date of Appliance(s) will be communicated at the actual ship date of the Appliance(s).

\*\*\* The warranty period for an IBM Machine Component is a fixed period commencing on its Date of Installation (also called "Warranty Start Date"). Date of Installation for a Client-set-up Machine Component, is the date on the Client's purchase invoice or sales receipt for the Appliance. If "N" is indicated above, Warranty Start Date is the date IBM installs the Appliance."

Appliance Maintenance, Warranty and Warranty Service Upgrade table

Production Status Codes	Types of Service (during warranty), if available	Service Levels, if available	Types of Maintenance Service (after warranty), if available
1. New System 2. Used System 3. Unknown Status 5. Proof of Concept ("POC") System	1. Customer Replaceable Unit (CRU) Service 5. CRU and On-site Service 8. CRU and Machine Exchange Service (ISS)	1. Next Business Day (NBD), 9X5 2. Same Business Day (SBD), 9X5 3. Same Day (SD), 24X7 4. 24X7 NBD (delivery) 5. CRU and Machine Exchange Service (ISS)	A. On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 9am to 5pm, next business. D. On-Site Repair/Exchange Services, 7 days a week, 24 hrs/day, *4 hour response objective. E. CRU and Machine Exchange Service (ISS)

Consult the IBM Appliance Support Handbook ("Handbook") for further details on service instructions. The Handbook can be found at: [www.ibm.com/support/customer/care/sas/1/applhandbook](http://www.ibm.com/support/customer/care/sas/1/applhandbook)



## Appliance Component and Service Terms

### 1. Appliances

An Appliance is an Eligible Product ("EP"), which is any combination of Program Components, Machine Components (MCs) and any applicable Machine Code Components offered together as a single offering and designed for a particular function. Unless otherwise provided, terms of this Agreement that apply to a Program apply to the Program Component of an Appliance. Client shall not use the Program component independently of the Appliance of which it is a part. Client may not transfer its license to use the Program Component(s) to another Enterprise.

Each IBM Appliance is manufactured from parts that may be new or used. In some cases, an IBM Appliance may not be new and may have been previously installed.

### 2. Machine Code Component

A Machine Code Component is computer instructions, fixes, replacements and related materials, such as data and passwords relied on, provided, used with or generated by MC, that permit the operation of the machine's processors, storage or other functionality as stated in its Specifications.

Client acceptance of this Agreement includes acceptance of IBM's Machine Code license agreements provided with the Machine Code Component. A Machine Code Component is licensed only for use to enable a Machine Component to function under its Specifications and only for the capacity and capability for which Client has acquired IBM's written authorization. The Machine Code Component is copyrighted and licensed (not sold).

### 3. Risk of Loss

For each Appliance, IBM bears the risk of loss or damage up to the time it is delivered to the IBM-designated carrier for shipment to Client or Client's designated location. Thereafter, Client assumes the risk. Each Appliance will be covered by insurance, arranged and paid for by IBM for Client, covering the period until it is delivered to Client or Client's designated location. For any loss or damage, Client must i) report the loss or damage in writing to IBM within 10 business days of delivery and ii) follow the claim procedure.

When Client acquires an Appliance directly from IBM, IBM transfers title to a MC to Client or, if applicable, Client's lessor, upon payment of all the amounts due except in the United States where title transfers upon shipment. For an upgrade acquired for an Appliance, IBM reserves transfer of title of the MC until IBM receives payment of all the amounts due and receives all removed parts, which then become IBM's property.

### 4. Machine Component

If Client elects to install the Appliance itself or have a third party install the IBM Appliance, IBM may inspect the Appliance at Client's expense before providing warranty service. If the Appliance is not in an acceptable condition for warranty service, as solely determined by IBM, Client may request that IBM restore it to an acceptable condition for warranty service or Client may withdraw its request for warranty service. IBM will determine if restoration is possible. Restoration is provided as a billable service.

Parts removed or exchanged for upgrade, warranty service, or maintenance are IBM property and must be returned to IBM promptly. A replacement assumes the warranty or maintenance status of the replaced part. An Appliance may include parts that are not new and in some instances Appliances may have been previously installed. A replacement of a part or Machine Component provided as part of the Services may not be new, but will be in good working order and at least functionally equivalent to the item replaced. Regardless, IBM's warranty terms apply. Client will promptly install or allow IBM to install mandatory engineering changes. Client may only acquire Appliances for use within Client's Enterprise in the country where acquired and not for resale, lease, or transfer.

### 5. Machine Component Support Covered by Appliance Support

Machine Component Support covered by Appliance Support comprises Warranty Service during the warranty period and, at Client's option, Maintenance Services after the warranty period (collectively, the "Services").

### 6. IBM Appliance Services

IBM provides IBM Appliance Services for Appliances consisting of Machine maintenance and IBM Software and Support as a single offering.

The initial Service Period for an IBM Appliance Service is the warranty period specified in this Supplement. Thereafter, renewal terms apply. All renewals will be fulfilled with post-warranty Appliance Services offered at the same level of service, if available, that Client was entitled to during the warranty period.

IBM may engage subcontractors to provide or assist in providing Services on Machine Components, in which case IBM remains responsible for the fulfillment of its obligations under its Agreement and for the performance of the Services.

For Appliance configurations that require multiple Appliances operating with a single appliance console, Client must acquire and maintain the same Appliance Services for all such Appliances.

Tools or facilities to which IBM provides access can be used only by Client's authorized users in support of Appliances under IBM's Services and in accordance with any license or other applicable terms.

Services cover undamaged and properly maintained Machine Components used as authorized by IBM with unaltered identification labels. Services do not cover alterations, accessories, supply items, consumables (such as batteries and printer cartridges), structural parts (such as frames and covers), or failures caused by a product for which IBM is not responsible.

Services cover undamaged and properly maintained Machine Components used as authorized by IBM with unaltered identification labels. Services do not cover alterations, accessories, supply items, consumables (such as batteries and printer cartridges), structural parts (such as frames and covers), or failures caused by a product for which IBM is not responsible.

Client cannot terminate or transfer the Appliance Services to another Machine Component.



## ESSO Option

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### 7. Returns

When Client returns a Machine Component to IBM, Client will remove all features not under IBM's Services, securely erase all data or anonymize all data, and ensure that it is free of any legal restrictions that would prevent its return.

### Order Adjustment

If at the time IBM receives the Customer's order and the Appliance(s) referenced in this Supplement are not available within the acceptable CRAD, IBM reserves the right to replace the ordered Appliance with an Appliance of like kind, quality, compatibility, and that performs to the factory specifications of the originally ordered Appliance. IBM will notify the customer and will immediately provide the Customer with an updated Supplement and Quote (if applicable). Order Adjustments are at the sole discretion of IBM and replacement Appliance and Appliance Services (if purchased) will be provided at the prices listed on the original Appliance quote.

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This Supplement, and the Agreement referenced above are the complete agreement regarding the purchase of Appliances and Appliance Services and replace all prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between Client and IBM regarding Client's purchase of IBM Appliances and Appliance Services. Neither party is relying on any representation that is not specified in this Supplement. Terms outlined in additional or different terms in a written communication from the Client (such as a purchase order) are void.

Each party accepts, on behalf of its Enterprise, the terms of this Supplement by signing this Supplement (or any other document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, i) any reproduction of this Supplement made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original, and ii) all Products and Services ordered under this Supplement are subject to it.

If there is a conflict among the terms of this Supplement, and the Agreement, then a Supplement prevails over the Agreement.

*End of Schedule A*

### Attachment C - IBM DPA Exhibits

- 1) **IBM DPA Exhibit for S&S:**  
[https://www.ibm.com/mysupport/s/article/support-privacy?language=en\\_US](https://www.ibm.com/mysupport/s/article/support-privacy?language=en_US)
  
- 2) **Data Sheet(s) for IBM SaaS or IBM Cloud Services:**  
<http://www.ibm.com/software/sla/sladb.nsf/sla/dpa/>

*End of Attachment C*



Schedule B – Invoicing Detail by Department

Agency Name	Site number	Invoice Amount	Billing contact info	Payment Due Date
Office of the CIO	7005127	U.S.\$8,636,477.13	Julie Heyen Office of the CIO State of Nebraska 501 South 14th Street Lincoln, NE 68509 (402) 471-4385 Julie.heyen@nebraska.gov	06/30/2019
Douglas Omaha Technology Commission	7405353	U.S.\$24,222.48	Kevin Higgins Director Operations Douglas Omaha Technology Commission 408 S. 18th Street Omaha, NE 68102 Phone: (402) 444-7919(office) Phone: (402) 953-8025 (cell) Kevin.higgins@dotcomm.org	06/30/2019
City of Lincoln	7586666	U.S. \$1,063.49	Craig Gifford City of Lincoln IS PC Support Mgr 233 South 10th Street Suite 200 Lincoln, NE 68508 Ph.: 402-441-7582 cgifford@lincoln.ne.gov	06/30/2019
Office of the CIO	7005127	U.S.\$1,105,379.08	Julie Heyen Office of the CIO State of Nebraska 501 South 14th Street Lincoln, NE 68509 (402) 471-4385 Julie.heyen@nebraska.gov	09/01/2019
Office of the CIO	7005127	U.S.\$399,496.94	Julie Heyen Office of the CIO State of Nebraska 501 South 14 <sup>th</sup> Street Lincoln, NE 68509 (402) 471-4385 Julie.heyen@nebraska.gov	12/01/2019
Office of the CIO	7005127	U.S.\$374,783.76	Julie Heyen Office of the CIO 501 South 14 <sup>th</sup> Street Lincoln, NE 68509 (402) 471-4385 Julie.heyen@nebraska.gov	04/01/2020
Office of the CIO	7005127	U.S.\$3,679,359.51	Julie Heyen Office of the CIO State of Nebraska 501 South 14th Street Lincoln, NE 68509 (402) 471-4385 Julie.heyen@nebraska.gov	07/01/2020
City of Lincoln	7586666	U.S. \$1,063.49	Craig Gifford City of Lincoln IS PC Support Mgr 233 South 10th Street Suite 200 Lincoln, NE 68508 Ph.: 402-441-7582 cgifford@lincoln.ne.gov	07/01/2020



## ESSO Option

Agency Name	Site number	Invoice Amount	Billing contact info	Payment Due Date
Douglas Omaha Technology Commission	7405353	U.S.\$24,222.45	Kevin Higgins Director of Operations Douglas Omaha Technology Commission 408 S. 18 <sup>th</sup> Street Omaha, NE 68102 Phone: (402) 444-7919 (office) Phone: (402) 953-8025 (cell) Kevin.higgins@dotcomm.org	07/01/2020
Office of the CIO	7005127	U.S.\$374,783.76	Julie Heyen Office of the CIO State of Nebraska 501 South 14 <sup>th</sup> Street Lincoln, NE 68509 (402) 471-4385 Julie.heven@nebraska.gov	10/01/2020
Office of the CIO	7005127	U.S.\$389,775.11	Julie Heyen Office of the CIO State of Nebraska 501 South 14th Street Lincoln, NE 68509 (402) 471-4385 Julie.heven@nebraska.gov	01/01/2021
Office of the CIO	7005127	U.S.\$389,775.11	Julie Heyen Office of the CIO State of Nebraska 501 South 14th Street Lincoln, NE 68509 (402) 471-4385 Julie.heven@nebraska.gov	04/01/2021

**III. TECHNICAL SPECIFICATIONS**

**A. CONTRACTOR INSTRUCTIONS**

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

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

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

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

**B. NON-COMPLIANCE STATEMENT**

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

**C. TECHNICAL SPECIFICATIONS: IBM Enterprise Software and Services Option**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. CBA and CBA Offerings</p>
			<p>2. Products included in Schedule A which include:            a. Products and Programs            b. IBM Subscription and Support (S&amp;S) renewals for previously acquired Programs            c. Appliances and associated maintenance and S&amp;S as set forth on Attachment B            d. Fixed Term Licenses            e. Eligible Cloud Services</p>

			<b>3.</b> Appliances and the associated Maintenance and Subscription and Support as listed on Attachment B.
<b>NOTES/COMMENTS:</b>			

**D. USAGE REPORT**

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

**E. ORDERS**

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

**F. QUALITY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<b>1.</b> Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
<b>NOTES/COMMENTS:</b>			

**G. GRAY MARKET PRODUCTS PROHIBITION**

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

**H. AUTHORIZED DEALER & WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p><b>1.</b> To the extent required by the manufacturer, the Contractor shall be an authorized dealer. Contractor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.</p>
			<p><b>2.</b> The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.</p>
<p><b>NOTES/COMMENTS:</b></p>			



**Form A**  
**Contractor Contact Sheet**  
**Invitation To Bid Number 6147 OF**

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

<b>Preparation of Solicitation Contact Information</b>	
<b>Contractor Name:</b>	
<b>Contractor Address:</b>	
<b>Contact Person &amp; Title:</b>	
<b>E-mail Address:</b>	
<b>Telephone Number (Office):</b>	
<b>Telephone Number (Cellular):</b>	
<b>Fax Number:</b>	

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

<b>Communication with the State Contact Information</b>	
<b>Contractor Name:</b>	
<b>Contractor Address:</b>	
<b>Contact Person &amp; Title:</b>	
<b>E-mail Address:</b>	
<b>Telephone Number (Office):</b>	
<b>Telephone Number (Cellular):</b>	
<b>Fax Number:</b>	