



August 14, 2019

Zach Dice
Dice Communications
4509 South 143rd St Ste 5
Omaha, NE 68137

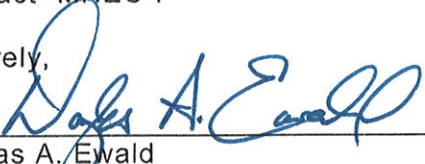
RE: University of Nebraska at Omaha Invitation Bid – Alcatel-Lucent Enterprise Equipment and Maintenance Renewal July 1, 2019 – June 30, 2020.

Mr. Dice,

As per the terms and conditions of the University of Nebraska at Omaha Invitation to Bid – Alcatel-Lucent Enterprise Equipment and Maintenance awarded to Dice Communications February 10, 2016, the University of Nebraska at Omaha and Dice Communication hereby agree to extend this agreement one (1) year to expire on June 30, 2020, with the option to renew for additional one (1), one (1) year periods. All other terms and conditions shall remain unchanged.

This awarded Bid also continues to remain eligible under the Midwest Higher Education Compact "MHEC".

Sincerely,

By: 
Douglas A. Ewald
Vice Chancellor, Finance and Business
Development

8.27.2019

Acknowledged by Zach Dice
Dice Communications

402-597-2923 x1004

ZDice@dicellc.com

Signature: 

Date: 8/14/2019



June 27, 2018

Zach Dice
Dice Communications
4509 South 143rd St Ste5
Omaha, NE 68137

RE: University of Nebraska at Omaha Invitation to Bid – Alcatel-Lucent Enterprise Equipment and Maintenance Renewal
July 1, 2018 – June 30, 2019.

Mr. Dice,

As per the terms and conditions of the University of Nebraska at Omaha Invitation to Bid – Alcatel-Lucent Enterprise Equipment and Maintenance awarded to Dice Communications February 10, 2016, the University of Nebraska at Omaha and Dice Communications hereby agree to extend this agreement one (1) year to expire on June 30, 2019, with the option to renew for additional two (2), one (1) year periods. All other terms and conditions shall remain unchanged.

This awarded Bid also continues to remain eligible under the Midwest Higher Education Compact "MHEC".

Sincerely,

A handwritten signature in blue ink, appearing to read "Carol A. Kirchner".

Carol A. Kirchner
Associate Vice Chancellor, Business & Finance
University of Nebraska at Omaha

Acknowledged by Zach Dice
Dice Communications

Signature: _____

Date: _____

A handwritten signature in blue ink, appearing to read "Zach Dice", followed by the date "6/27/2018" written in blue ink.

University of Nebraska Alcatel-Lucent Enterprise Equipment and Maintenance Contract

MHEC Addendum

Whereas, the University of Nebraska at Omaha (University) underwent a competitive sourcing event for the purchase and maintenance of Alcatel-Lucent Enterprise Network Equipment pursuant to Invitation Number 1214152; and

Whereas, University extended access to any contract resulting from the competitive sourcing event to the Eligible Organizations eligible to utilize contracts held by the Midwestern Higher Education Commission(MHEC); and

Whereas, MHEC reserved the right to enter into an addendum to any contract entered into between the University and the Successful Bidder resulting from the competitive sourcing event; and

Whereas, Dice Communications, Inc., 2504 South 156th Circle, Omaha NE 68130 (Successful Bidder) was awarded the bid and entered into a contract with the University upon completion of the competitive sourcing event, such contract consisting of Invitation Number 1214152, Successful Bidders response dated January 22, 2016, University of Nebraska contract award letter dated February 10, 2016 (Contract); and

Therefore, in consideration of mutual covenants, conditions and promises contained herein, MHEC and Successful Bidder agree as follows:

Scope: This contract addendum (Addendum), MHEC contract number MHEC-04152016, allows for the purchase by Eligible Organizations under the Midwestern Higher Education Compact the Alcatel-Lucent Enterprise Product catalogue categories awarded to Successful Bidder pursuant to the University of Nebraska at Omaha Invitation to Bid, Invitation Number 1214152. Eligible Organization shall purchase under this Addendum by executing a valid order with successful Bidder. Each quote supplied to Eligible Organization from Successful Bidder, and each order placed pursuant to this Addendum, shall incorporate the terms and conditions of the Contract and include the Addendum contract number MHEC-04162016.

Midwestern Higher Education Commission (or MHEC) shall be defined as the governing body of the Midwestern Higher Education Compact, an interstate compact of twelve Midwestern states, such states being: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin.

Eligible Organizations shall be defined as all public and private non-profit colleges, universities, community colleges, technical colleges and higher education agencies located in a member state of the Midwestern Higher Education Compact. Additionally, because MHEC is an instrumentality of state government for each of the Compact's 12 member states, participation may be offered to any of the following entities if agreeable by all parties: K-12 schools and districts, including public libraries; cities, counties, and local subdivisions; and state agencies, located in a member state of the Midwestern Higher Education Compact.

Procuring Eligible Organization shall be defined as an Eligible Organization which desires to purchase under this contract Addendum and has executed a valid order.

The terms and conditions of the Contract shall apply to the Procuring Eligible Organization as well as to the University unless amended or modified in this Addendum. Where the terms and conditions of the Contract and/or Addendum are in conflict with the Procuring Eligible Organization's state and/or institutional laws or regulations, the Procuring Eligible Organization and successful Bidder may enter into an amendment to amend the terms and conditions of the Contract and/or Addendum to conform to the Procuring Eligible Organization's state and/or institutional laws or regulations.

This Addendum will be effective upon the signature of the parties hereto. The Addendum will be coterminous with the Contract and any extension of the Contract, unless terminated pursuant to the terms of this Addendum.

Order of Precedence:

- 1) An executed amendment between Procuring Eligible Organization and Successful Bidder the terms and conditions of which shall only apply between applicable Procuring Eligible Organization and Successful Bidder;
- 2) The terms and conditions of this Addendum which shall not diminish, change or impact the rights of the University of Nebraska with regard to the University of Nebraska's contractual relationship with the Successful Bidder under the terms of the Contract;
- 3) The Contract between the University of Nebraska and Successful Bidder

Contract Modifications or Additional Terms and Conditions to Contract:

1. Termination of Addendum: (a) MHEC may terminate the Addendum at any time if the Successful Bidder fails to carry out its terms or fails to make substantial progress toward the fulfillment of those terms. In such event, MHEC shall provide the Successful Bidder with thirty (30) day written notice of the terms in breach. If after such notice, the Successful Bidder fails to remedy the breach within those 30 days, MHEC may immediately cancel the Addendum. In the event the Addendum is terminated for any reason, a Procuring Eligible Organization shall retain its rights in all products and services accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted. (b) Procuring Eligible Organization may, at its discretion, terminate an order under this Addendum at any time if the Successful Bidder fails to carry out its terms or fails to fulfill the terms of the Addendum. In such event, Procuring Eligible Organization shall provide the Successful Bidder with thirty (30) days written notice of the terms in breach. If after such notice, the Successful Bidder fails to remedy the breach within those 30 days, Procuring Eligible Organization may immediately cancel the Addendum. The Procuring Eligible Organization shall pay the Successful Bidder only for such performance as has been properly completed and is of use to Procuring Eligible Organization. The Procuring Eligible Organization may, at its discretion, contract for provision of the goods or services required to complete the order and hold the Successful bidder liable for all expenses

incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

2. Indemnity, General and Patent: The Successful Bidder shall indemnify, defend and save harmless MHEC and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whosoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of MHEC.

With respect to anything provided to MHEC or Procuring Eligible Organization by the Successful Bidder pursuant to this bid, the Successful Bidder shall indemnify and defend MHEC and its respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and use of such by Procuring Eligible Organization.

3. Governing Law; Venue: (a) As between Procuring Eligible Organization and Successful Bidder, this Addendum will be construed in accordance with, and its performance governed by the laws of the state in which Procuring Eligible Organization resides. Venue for all legal proceedings arising out of this Addendum, or breach thereof, shall be in a state or federal court with competent jurisdiction located in a state in which Procuring Eligible Organization resides. (b) As between MHEC and Successful Bidder, this Addendum will be construed in accordance with, and its performance governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Addendum, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota. (c) As between Procuring Eligible Organization, MHEC and Successful Bidder, this Addendum will be construed in accordance with, and its performance governed by the laws of the state in which Procuring Eligible Organization resides. Venue for all legal proceedings arising out of this Addendum, or breach thereof, shall be in a state or federal court with competent jurisdiction located in a state in which Procuring Eligible Organization resides.
4. Qualified to do Business and Compliance with Laws: Successful Bidder certifies that it is qualified to conduct business in each of the member states of the Midwestern Higher Education Compact, such states being Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin, and shall comply with all applicable laws and governmental regulations required by such states.
5. Federal, State and Local Sales Taxes; Federal Excise Taxes: Purchases made by Procuring Eligible Organization may be exempt from payment of state sales and use taxes and federal excise taxes. Certification of these exemptions will be provided to the Successful Bidder upon request.
6. Sovereign Immunity: All parties to this Addendum and any orders placed hereunder acknowledge and agree that nothing in the solicitation or the Contract or Addendum shall be construed as a modification, compromise or waiver by the Procuring Eligible Organization of any rights or defenses of any immunities provided by Federal law or the laws of the state where

Procuring Eligible Organization resides to Procuring Eligible Organization or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract or Addendum. To the extent that this section conflicts with any other section of the Contract or Addendum, this section shall govern.

7. Records and Audit: Successful Bidder agrees to maintain records directly related to the invoices and orders under this Addendum for a period of six (6) years or such term as required by applicable law from the date of receipt of final payment after termination of the Addendum. These records shall be subject to inspection, which may be initiated no more than twice annually, with reasonable advance notice, by Procuring Eligible Organization and appropriate governmental authorities within Procuring Eligible Organization's state. The Procuring Eligible Organization shall have the right to request copies of invoices either before or after payment. Payment under this Addendum shall not foreclose the right of the Procuring Eligible Organization to recover excessive or illegal payments.
8. Legal Relationship: Successful Bidder and its agents and employees are independent contractors and are not employees of MHEC or any Eligible Organization. Successful Bidder has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein. Nothing in this Addendum is intended, or shall be deemed, or construed to constitute a partnership or a joint venture between the parties.
9. Assignment: This Addendum shall not be transferred or assigned without the prior written consent of MHEC.
10. MHEC not Liable for Procuring Eligible Organizations: MHEC shall not be liable to Successful Bidder for the failure of any Procuring Eligible Organization to make any payment or to otherwise fully perform pursuant to the terms and conditions of the Contract and this Addendum or an order made pursuant to the Contract and this Addendum. An Eligible Organization shall not be liable or responsible for any other Eligible Organization that executes its own order pursuant to the Contract and this Addendum. MHEC makes no guarantee that any Eligible Organization or number of Eligible Organizations will make any purchases or utilize the Contract and/or Addendum in any manner.
11. Administrative Reporting and Fees: On a calendar-quarterly basis (where quarter one is January 1- March 31 and the quarter one report is due by April 30), Successful Bidder will, in a timely manner, make available to MHEC utilization reports and information generated by this Addendum, reflecting net product and service sales to all Procuring Eligible Organizations. The information and reports shall be accompanied with a check payable to the Midwestern Higher Education Commission for an amount equal to one and one half percent (1.5%) of the net Product and Service sales for that quarter period (the "Fee"). The successful Bidder shall not include in the calculation of the Fee any sales of product or services to the University of Nebraska.
12. Announcement and Publicity: Any announcement and publicity given to MHEC (or an Eligible Organization) resulting from this Addendum must receive the prior approval of MHEC (or Eligible Organization). Successful bidder will not make any representations of MHEC's (or

Eligible Organization's) opinion or position as to the quality or effectiveness of the products, supplies, and/or services that are subject of this Addendum without the prior written consent of MHEC (or Eligible Organization).

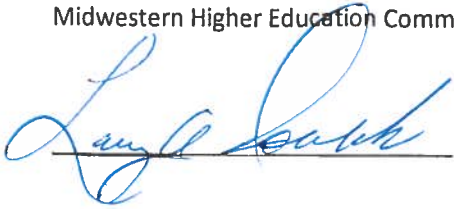
13. Marketing: Successful bidder will assist MHEC in the development and implementation of appropriate marketing strategies including seminars, printed material and full service, on-line MHEC-specific web site to receive information on products, supplies, services and prices and to place orders.
14. Oversight Committee: An oversight committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and Successful bidder in developing and refining the implementation of the Contract and Addendum in the Compact member states. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services; and to advise the Successful bidder on the effectiveness of its implementation progression. There will be an annual meeting between Successful bidder and MHEC (and perhaps members of the oversight committee) to perform a contract health check; including items such as those above.
15. Vendor Representative: Successful Bidder shall assign a senior level representative who shall be the primary MHEC contact for all matters related to this Addendum and all sales and marketing efforts made pursuant to this Addendum.
16. Notification: Whenever under the terms of this Addendum any notice is required or permitted to be given by one party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile or mail, postage prepaid, to the parties at the addresses set forth below, or at such other address as the parties may direct in writing from time to time:

To MHEC	To Dice Communications, Inc.
Nathan Sorensen	John Z. Dice
105 Fifth Avenue South	2504 S 156 th Cir
Suite 450	Omaha, NE 68130
Minneapolis, MN 55401	
Phone: 612-677-2767	Phone: 402-964-2288
e-mail: nathans@mhec.org	zdice@dicellc.com
Fax: 612-767-3353	402-289-4208

To Procuring Eligible Organizations: Notices shall be sent to Procuring Eligible Organization's business address. The term "business address" shall mean the "Bill" to address set forth in an invoice submitted to Procuring Eligible Organization.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Midwestern Higher Education Commission

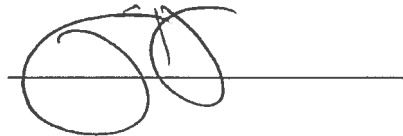


Name: Larry A. Isaak

Title: President

Date: 4-15-16

Dice Communications, Inc.



Zach Dice

CEO

4/13/16



February 10, 2016

Seirra Seeley
Dice Communications
2404 South 156th Circle

RE: University of Nebraska at Omaha Invitation to Bid – Alcatel-Lucent Enterprise Equipment and Maintenance

Ms. Seeley,

I am pleased to inform you that your company has been awarded the contract to supply the University of Nebraska at Omaha for the above referenced contract through June 30, 2018 with the option to renew for an additional three (3), one (1) year periods when mutually agreed. Discounts quoted will remain firm for the period of the contract given. UNO reserves the right to obtain several quotes on large projects to take full advantage of pricing and services.

A representative for the Midwestern Higher Education Compact "MHEC" may be contacting you regarding the possibility of extending this Invitation to Bid pricing to their members.

Thank you for bidding on this contract. We look forward to doing business with your company.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe Huebner".

Joe Huebner
Associate Vice Chancellor for Business & Finance
University of Nebraska at Omaha

CC:
Lynn McAlpine
Procurement Systems Coordinator
University of Nebraska at Omaha
lmcalpine@unomaha.edu
(402)554-3514

2016

University of Nebraska at Omaha

Invitation Number: 1214152

Original



Proposed by:

Seirra Seeley

Dice Communications, Inc.

sseeley@dicellc.com | 402.214.3243





January 22nd, 2015

Lynn McAlpine
UNO-Purchasing Department
6001 Dodge Street
Omaha, NE 68182

Dear Lynn,

Dice Communications is pleased to submit a bid in response to your Invitation to Bid for Alcatel-Lucent Enterprise Equipment and Maintenance. We are confident our discount structure is competitively in line with the expectations of the University of Nebraska at Omaha. We strive to offer communication solutions that are both economical and robust. As Alcatel-Lucent's Premier Business Partner in North America, we share over 1,000 customers nationwide with a core focus in education. We have customers that span nationally from California to Long Island and range from K-12 to Higher Education.

Our company is in good standing with the FCC and will comply with all E-Rate program rules, including Lowest Corresponding Price. We understand all contracts are contingent upon funding by the SLD unless otherwise agreed upon by your district. Our SPIN is 143035241.

Dice Communications, Inc., a Woman Owned Business Entity (WBE) that operates personnel in over 9 states and services customers both internationally and domestically in over 35+ states. Headquartered in Omaha, Nebraska, the company was founded in 2009 by Zach and Tina Dice with a vision to be the largest Alcatel-Lucent Business Partner in North America. Within 5 years the goal was attained, Dice Communications has become not only the Excellence Partner for North America, but has also ranked two years running on the INC 5000 List of Fastest Growing Privately Held Companies.

We are very grateful for the opportunity to serve your communication needs, and we want to thank you, again, for your consideration. We look forward to working with the University of Nebraska at Omaha and continuing to building a successful business partnership.

Please let me know if you have any questions.

Sincerely,

Seirra Seeley
Account Executive, Midwest Region
402-214-3243 | sseeley@dicellc.com



Customer List and References

Alamo College
811 West Houston Street
San Antonio, Texas 78207
Arne Saustrup | 210-485-0551
asastrup@alamo.edu

Newman University
3100 McCormick Avenue
Wichita, Kansas 67213
Icer Vaughn | 316-942-4291
vaughani@newmanu.edu

Wylie ISD
951 South Ballard Street
Wylie, Texas 75098
Anthony Ventura | 972-429-3075
Network Administrator
Anthony.Ventura@wylieisd.net

Dice Communications & Alcatel-Lucent Education Voice and Data Customers

Lake Geneva Area Schools – Lake Geneva, Wisconsin
Madison Metro School District – Madison, Wisconsin
Abilene Christian University – Abilene, Texas
Burton Adventist Academy – Arlington, Texas
Kennewick School District- Kennewick, WA
Olympia School District- Olympia, WA
Alamo Community Colleges- San Antonio, TX
East Buchanan Schools- Gower, MO
East Central Community College- Union, MO
Newman University- Wichita, KS
Wylie ISD Abilene- Abilene, TX
Tatum ISD- Tatum, TX

Texas A&M- Commerce, TX
Greenville College- Greenville, IL
Jefferson College, Hillsboro, MO
Northeast Technology Center, Kansas, OK
Walnut Valley Schools- Walnut CA
Crosby ISD – Crosby, Texas
Treyner Community Schools, Treynor, IA
Quitman ISD – Quitman, Texas
River Road ISD – Amarillo, Texas
Everett Public Schools- Everett, WA
Hamburg Community Schools- Hamburg, IA

Dice Communications, Inc. SPIN: 143035241

INVITATION NO: 1214152

OPENING DATE: January 22, 2015
OPENING TIME: 2:00 PM CDT

BUYER: Lynn McAlpine
lmc Alpine@unomaha.edu
(402)554-3514

MAIL TO: UNIVERSITY OF NEBRASKA AT OMAHA
Purchasing Department
6001 DODGE ST
Omaha, NE 68182

HAND-CARRY TO: UNO PURCHASING
6001 DODGE ST, EAB 208 P
OMAHA, NE 68182

INVITATION TO BID – NOT AN ORDER

UNIVERSITY OF NEBRASKA AT OMAHA Department of Information Services

December 14, 2015

Invitation Number 1214152

INVITATION TO BID FOR ALCATEL-LUCENT ENTERPRISE EQUIPMENT AND MAINTENANCE

The University of Nebraska ("University") is requesting quotations for the purchase and maintenance of Alcatel-Lucent Enterprise Network Equipment.

It is the intent of the University of Nebraska to establish a contract to supply Alcatel-Lucent Enterprise Product Catalog per the attached specifications from the date of award through June 30, 2018 with an option to renew for an additional three (3), one (1) year periods when mutually agreeable to the successful bidder and the University.

It is also the intent of the University of Nebraska to extend access to this competitive sourcing event and resulting contract award to entities eligible to purchase under contracts held by the Midwestern Higher Education Compact ("MHEC"). Upon final award, and execution of contract with University of Nebraska, vendor(s) shall enter in to an addendum with MHEC to extend the contract to MHEC eligible entities. MHEC reserves the right to add additional terms and conditions and modify the scope of the contract in the MHEC participating addendum. Additional information on MHEC can be found at <http://www.mhec.org/> and MHEC technology initiatives <http://www.mhetectech.org>.

Invitation to Bid

This Invitation to Bid form will be submitted to vendors via email.

The bidder agrees that if they are awarded this bid, the contract established under this award may, at the option of the University, be extended to any public agency or instrumentality of the government of the State of Nebraska or political subdivisions with the State of Nebraska. In addition, any contract established may be extended to any entity in which the Board of Regents of the University of Nebraska has at least a 50% controlling interest, the Nebraska Medical Center, and their affiliates.

Bids are due at 2:00 pm CDT on January 22, 2016

Bids are valid only if they are received prior to the designated due date and time. Bids sent via U.S. Mail or expedited delivery services are delivered to the University's central mail room for subsequent delivery on a scheduled basis. Bidder should allow one (1) additional day for on-campus delivery.

MAILING ADDRESS:
Lynn McAlpine – ALE BID
UNO PURCHASING DEPARTMENT
6001 Dodge Street, EAB 208P
OMAHA, NE 68182

MAILING NOTE: In the lower left corner of the package containing your proposal, include: the proposal name, opening date, and opening time. Highlight this information in yellow. Be sure to sign your proposal before mailing. UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

Non-Compliance Statement

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to the quotation request. Any non-compliance may void your quotation. Non-compliance to any single specification can void your bid.

It is the responsibility of Bidders to obtain information and clarifications as provided below. The University of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the University of Nebraska.

Rights

The University reserves the right to waive technicalities; reject any or all bids, wholly or in part; and to waive any deviations of errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidder's competitive position. This contract may be awarded item-by-item, group of items, or total, to best serve the interest of the University of Nebraska. The University of Nebraska will be the sole judge of equivalence and any decision will be final. All awards will be made in a manner deemed in the best interest of the University.

Award

All purchases, leases, or contracts which are based on competitive bids will be awarded to the

lowest responsible bidder, determined according to the provision of the State Statute Section 81-161, R.R.S 1943. The University reserves the right to reject any or all bids, wholly or in part, and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the competitive position. All awards will be made in a manner deemed in the best interest of the University.

Procurement Timetable

SCHEDULE OF ACTIVITIES:	TIMELINE (times are in CST)
RFP Published	December 14 th , 2015
Vendor Inquiry Deadline	December 23 rd , 2015
University Responses to Written Vendor Inquiries Published	January 8 th , 2016
Bid Submission Deadline	January 22 nd , 2016
Decision	January 29 th , 2016

Questions regarding this Invitation to Bid should be sent to Lynn McAlpine by December 23rd, by email to lmcalpine@unomaha.edu. All questions received will be complied, answered and returned by January 8th to all vendors.

SUBMISSION INSTRUCTIONS

Format Requirements

TWO original and one electronic copy (flash drive preferred) of all responses shall be submitted on standard 8.5" X 11" paper in 10pt. minimum type. Bidders shall respond to the items in the order they are given. Vendor Responses should describe the most favorable terms and shall remain firm for 120 days from the bid opening date. Responses should be submitted exclusive of all Federal, State, and local taxes.

Inquiries

Questions concerning this Invitation to Bid shall be submitted by EMAIL TO :
Lynn McAlpine
Procurement Systems Coordinator
EMAIL: lmcalpine@unomaha.edu

Proprietary Information

As the University is a public entity, the information submitted will not remain confidential within the University community and may be shared with any other outside entities.

GENERAL TERMS

Scope

These standard terms and conditions of bid solicitation and acceptance apply in like force to this Invitation to Bid and to any subsequent contract resulting therefrom.

Prices

Price quoted shall be discount from manufacturer's list price by category and are to be net; including transportation and delivery charges fully prepaid by the bidder, F.O.B. Destination as

specified on orders. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Execution

Bids must be signed in ink by the bidder on the University of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the University of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. An additional electronic copy of the bid should be submitted via flash drive. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

Discounts

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

Payment

Payment will be made in conjunction with the State of Nebraska Prompt Payment Act §81-2401 through 2408. The University may request that payment be made electronically.

Collusive Bidding

The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the University from obtaining the lowest possible competitive price.

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 University will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid 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.

Samples

When requested, samples shall be furnished at the bidder's expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number, and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The University reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned to at bidder's expense, if requested, or will be donated to a public institution.

Late Bids

All bids will be time and date stamped upon receipt by the University and this shall be the official date and time of receipt. Bids received after the time of the bid opening will be considered late bids

and will be returned to the bidder unopened. The University is not responsible for late bids or lost requests due to mail service inadequacies, traffic, or other similar reasons.

No Bid

If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

Award

All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of Nebraska State Statute § 81-161, R.R.S 1943. The University reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the University.

Bid Tabulations

Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the solicitation number must be enclosed. Bid tabulations will not be provided by telephone, facsimile, or email. Bid files may be examined during normal business hours by appointment.

Performance and Default

The University reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the University. Otherwise, in case of default of the contractor, the University may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

In-State Preference

A resident bidder shall be allowed a preference against a nonresident 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.

Nondiscrimination

The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin (Nebraska State Statute § 48-1101 through 48-1125). The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

Grievance and Protest

Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

Contract Amendments

Any contract established as a result of this Invitation to Bid may be amended at any time in writing upon the agreement of both Parties.

Breach of Contract

If the successful bidder breaches any contract established as a result of this Invitation to Bid, the University may, at its discretion, terminate the contract immediately upon written notice the successful bidder. The University shall pay the successful bidder only for such performance as has been properly completed and is of use to the University. The University may, at its discretion, contract for provision of the goods or services required to complete the contract and hold the successful bidder liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

ALCATEL-LUCENT ENTERPRISE PRODUCT CATALOG SPECIFICATIONS

Catalog List Pricing

Prices for Alcatel-Lucent Enterprise Product Catalog shall be determined by applying the quoted discount for the item to the manufacturer's current catalog or price list. The percentage discount for the items shall remain firm for the duration of the contract period. Bidder must use the current Alcatel-Lucent Enterprise catalog price list.

The percentage discount rate for Alcatel-Lucent Enterprise Product Catalog items or categories will remain firm and not decrease during the life of the contract.

A firm percentage rate must be quoted—a range or percentages will not be considered.

Catalog Categories have been identified as follows:

1. Alcatel-Lucent Enterprise Hardware (includes firmware, software, and licenses)
2. Alcatel-Lucent Enterprise Maintenance/Service/Support Contract, one (1) year term
3. Alcatel-Lucent Enterprise Maintenance/Service/Support Contract, three (3) year term
4. Additional Discount for all Alcatel-Lucent Enterprise Orders over \$150,000.00.

Price Lists and Catalogs

After award of the contract(s), the successful bidder shall make the current catalog available electronically and provide an updated catalog, at least, quarterly throughout the term of the contract.

All items bid shall be of the latest manufacture in production as of the date of the Invitation to Bid, be of proven performance, and under standard design, complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the Alcatel-Lucent Enterprise Product Catalog whether or not they may be specifically mentioned.

Usage Reports

Successful bidder agrees to provide the University with an annual report of products purchased on this contract in Microsoft Excel format. Additional usage reports for other reporting periods may be requested by the University based on need.

Substitutions

Products bid must be the Alcatel-Lucent Enterprise brand. The University will not accept alternatives to the brand specified.

Successful bidder will not substitute any Alcatel-Lucent Enterprise Product Catalog item that has been awarded without prior written approval from the University.

Quality

Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from the Invitation to Bid. 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. Products are to be fully guaranteed and may be returned for full credit or replacement (at the University's option) for any reason and for the duration of the contract with no additional charges for shipping or restocking.

Gray Market Products Prohibition

The University will not accept Gray Market Products for this Invitation to Bid. 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 Products are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

Authorized Dealer and Warranty

To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the University within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this Invitation to Bid for the entire warranty period.

Warranty

The awarded Alcatel-Lucent Enterprise authorized reseller will be required to fulfill all Alcatel-Lucent Enterprise maintenance/services/support contracts directly through/by Alcatel-Lucent Enterprise.

Delivery

Delivery desired within 45 days after receipt of order. Order fulfillment will be provided directly from an Alcatel-Lucent Enterprise authorized distributor or Alcatel-Lucent Enterprise directly.

Delivery personnel will be required to deliver and offload all products to a specified area on the inside of the designated facility or dock. It will be the Vendor's responsibility to provide any equipment needed to complete the delivery process. Vendor's delivery personnel must wait for the order to be received, invoice(s)/packing slip(s) verified and signed with discrepancies (shortages, longs, damage, etc.) documented on the delivery invoice. Deliveries must be clearly marked with the purchase order number.

At the time of delivery, a designated University employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate that all items were received in good condition and/or that there is not possible hidden damages.

Orders

The vendor shall supply quotes upon request. Each quote shall include the list price, discount percentage, discounted unit price and extended price per item. The awarded bidder shall provide additional discounts for orders greater than \$150,000 contract pricing. Orders will be placed either by fax, email, or Internet (if available and not to the exclusion of other methods). 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.

Invoices shall have detailed information sufficient to process for a payment.

Packaging

Cartons are to be clearly marked with size, weight, color, quantity, and the purchase order number. Cartons must be of a suitable size and of sufficient strength to protect the contents during shipping, handling, and storage. Packing slips shall include serial numbers.

Payment

Payment will be made in conjunction with the State of Nebraska Prompt Payment Act §81-2401 through 2408. Payment shall be within 45 days of receipt of service or invoice, whichever is received later. The University may require the contractor to accept payment by electronic means such as ACH/EFT deposit. In no event shall the University be responsible or liable to pay for any services provided by the vendor prior to the Effective Date, and the vendor hereby waives any claim or cause of action for any such services.

Customer Service

The vendor shall list the name, phone number, and email address of the customer service representative who will be assigned to the University's account:

Customer Service Representative:	Seirra Seeley, Account Executive Midwest Region
Phone Number:	(402) 214-3243
Email Address:	sseeley@dicellc.com

References

The University reserves the right to check any reference(s) regardless of source of the reference information, including but not limited to, those that are identified by the company in the bid, those indicated through explicitly specified contracts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects.

List the name, address, and the telephone numbers of three companies/businesses that we may contact who are currently using the same equipment being bid for the same application.

1. Alamo College (see above reference page)
2. Wylie ISD (see above reference page)
3. Newman University (see above reference page)

E-Rate

Each Bidder must have a Service Provider Identification Number (SPIN) from the Universal Service Administrative Company and be eligible to participate in the Universal Service Fund discount program for telecommunications services provided to the E-Rate eligible entities. Bidder agrees to provide any discounts, including any accrued credits, for which the entity is eligible under the Universal Service Fund for school telecommunications services. Bidder will, at its expense, prepare and file all carrier documents and reports required for the eligible entities to receive the benefit of such discounts and credits. The Bidder's Service Provider Identification Number (SPIN) issued to Bidder by the Universal Service Administrative Company must be included in the responding bid.

As required by federal law, providers of eligible services must comply with the Lowest Corresponding Price (LCP) rule:

47 CFR § 54.500(f): Lowest corresponding price is the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services. ("Similarly situated" means the "geographic service area" in which a service provider seeking to serve customers with any of its E-Rate services.)

47 CFR § 54.511(b): Providers of eligible service shall not charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the lowest corresponding price for supported services, unless the Federal Communications Commission, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory.

The Billed Entity Applicant Reimbursement (BEAR) FCC Form 472 is filed by the applicant and approved by the service provider after the applicant has paid for services in full. The Service Provider Invoice (SPI) FCC Form 474 is filed by the service provider after the applicant has been billed for the non-discount portion of the cost of eligible services. Note: Applicants can choose their method of invoicing; service providers cannot force applicants to use a particular method.

As required by USAC policy, the contractor must retain documents from the bidding process through five (5) years past the last date of service. Documents may be retained in electronic format or paper. The document list includes, but is not limited to, copies of bids, signed contracts, proof of service delivery, invoices, documentation of any service down time, and any other document

retention required by the FCC.

UNIVERSITY BID TERMS AND CONDITIONS

The University will not be liable for any costs incurred by respondents in the preparation and production of a proposal or the costs of any services performed prior to contract award. All proposals and materials submitted in conjunction with the proposals shall become the property of the University for use as deemed appropriate, respecting all copyrights.

The information contained in this section is a partial listing of standard terms commonly appearing in contracts awarded by University of Nebraska. All proposals are subject to these terms, unless otherwise explicitly stated.

General

The specifications, terms, and conditions set forth in this bid and any related award document shall be incorporated by reference, without Bidder exception, into any resulting contract between the University and the successful Bidder. Any additional or different terms proposed by the successful Bidder are not accepted, unless the same are expressly accepted in writing by UNIVERSITY. The contract may not be changed in any way except by an instrument in writing signed by both parties. The contract cancels and supersedes any prior understandings or agreements between the parties with respect to the subject matter hereof. Failure of any party to enforce its rights under the contract shall not constitute a waiver of such rights or of any other rights under the contract.

Termination for Cause

UNIVERSITY may terminate the contract at any time if the successful Bidder fails to carry out its terms or fails to make substantial progress toward the fulfillment of those terms. In such an event, UNIVERSITY shall provide the successful Bidder with a thirty (30) day written notice of the terms in breach. If after such notice, the successful Bidder fails to remedy the breach within those 30 days, UNIVERSITY may immediately cancel the contract.

Contract Assignment

Contracts granted pursuant to this bid shall not be transferred or assigned without prior written consent of UNIVERSITY.

Indemnity, General and Patent

The successful Bidder shall indemnify and save harmless UNIVERSITY and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whosoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of UNIVERSITY or its agents.

With respect to anything provided to UNIVERSITY by the Bidder pursuant to this bid, the Bidder shall indemnify the University and its respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and use of such by UNIVERSITY.

Governing Law; Venue

The laws of the State of Nebraska shall govern any contract awarded to the successful Bidder. Any dispute arising under any contract awarded, which is not settled by agreement of the parties, shall be resolved in forums (except for applicable federal appellate courts) located in the State of Nebraska.

Force Majeure

Neither party to the contract shall be liable to the other for damages for any delay in performance directly arising out of causes beyond its reasonable control and without its fault or negligence, including without limitation: (1) fire, flood or water damage, elements of nature or other acts of God, including any of the foregoing that are harmful to electronic circuitry; (2) outbreak or escalation of hostilities, war, riots, or civil disorders in any country; (3) act or omission of the other party or any governmental authority, (4) labor disputes (whether or not the employees' demands are reasonable or within the party's power to satisfy), (5) non-performance by a third party (including any voice or data telecommunications common carrier), (6) failures or fluctuations in telephone, computer or other telecommunications equipment or lines or other equipment, (7) the real, potential, or credible threat of terrorist activity, or (8) a health emergency (e.g. serious outbreak of contagious disease such as a influenza pandemic) which in the judgment of UNIVERSITY poses a serious threat to the public health. In the case of any such excusable delay, the non-performing party will be excused from performance of any affected obligation only for so long as the cause of the excusable delay prevails and such party continues to use commercially reasonable efforts to re-commence performance of its obligations as soon as possible; provided however, that the parties may mutually agree that such excusable delay is cause to cancel the contract in its entirety, in which case neither party shall be liable to the other for any further performance in relation obligations arising after cancellation.

Compliance with Laws and Regulations; Gramm Leach Bliley; University of Nebraska Policies

This contract must comply with all applicable federal, state and local laws, specifically including all laws and regulations related to the protection and security of any personal information gathered by the successful

Bidder, such as the Gramm Leach Bliley Act implemented at the University of Nebraska by Presidential Executive Memorandum No. 26

(<http://www.nebraska.edu/docs/president/26%20Information%20Security%20Plan%20%28GLB%20Compliance%29.pdf>) which requires specific vendor contract provisions; and all other applicable policies of the University of Nebraska. Bidder agrees to indemnify UNIVERSITY against any loss, cost, liability, or damage by reason of Bidder's violation of any applicable law or regulation. Any successful Bidder must be qualified to conduct the business necessary to the performance of the contract in the State of Nebraska throughout the duration of the contract term or any renewal thereof. The successful Bidder shall obtain, at its own cost and expense, all necessary licenses, professional certifications and permits and shall assume the responsibility for and pay all applicable fees and all other taxes, which are now or may be imposed in the future by any governmental authority arising out of the conduct of Bidder's business.

Sexual Harassment

State and federal law, as well as the policies of the Board of Regents of the University of Nebraska, prohibit sexual harassment of members of the UNIVERSITY community. Sexual harassment includes any unwelcome sexual advance, any request for a sexual favor, or any other verbal or

physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive environment. UNIVERSITY contractors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of UNIVERSITY employees, students and other members of the UNIVERSITY community. The employer of any person who UNIVERSITY, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of any contract awarded hereunder to cause such person to be removed from the project site and from UNIVERSITY premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

Drug Free Workplace

The successful Bidder agrees that in the performance of this contract, neither the Bidder nor any of its employees shall engage in the University unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the contract. UNIVERSITY reserves the right to request a copy of the Bidder's Drug Free Workplace Policy. The Bidder further agrees to insert a provision similar to this statement in all subcontracts or services required in response to this bid.

Weapons Policy

Possession of dangerous weapons (concealed or unconcealed) on UNIVERSITY property, on the work site, in UNIVERSITY vehicles, or in personal vehicles when on UNIVERSITY property shall be a violation of UNIVERSITY policy. (A dangerous weapon shall include guns, knives, explosives, or any other device as determined by UNIVERSITY, which in the manner used or intended is capable of producing death or bodily injury. Devices authorized by the Vice Chancellor for Business and Finance and/or provided to its employees for the purpose of carrying out work responsibilities shall not be deemed dangerous weapons for the purpose of this policy.) Violations of this policy shall make the offender subject to appropriate disciplinary action. Should UNIVERSITY in its reasonable judgment determine that the Bidder or its employee or agent has committed an act in violation of this policy, the Bidder agrees as a term and condition of the contract awarded hereunder to cause such person and weapon to be removed from the project site and from UNIVERSITY premises and to take such other action as may be reasonably necessary to ensure compliance with this weapons policy.

Equal Opportunity in Procurement and Contracts

The University of Nebraska recognizes the importance of a strong culturally diverse business community and the positive impact that successful businesses have upon the people of the State of Nebraska. The

University of Nebraska assumes a leadership role in actions that will provide business opportunities for all businesses in the State of Nebraska.

Accordingly, the University of Nebraska reaffirms its policy of providing equal opportunity to small business enterprises and to minority, disadvantaged and women owned business enterprises in all aspects of the University of Nebraska's procurement and contracting activities. This includes procurement of contracts for operational supplies and equipment, construction projects and materials, service contracts and License agreements. It is also the University of Nebraska's policy that any person or business seeking the opportunity to do business with the University of Nebraska shall not be discriminated against on the basis of race, color, religion, sex, national or ethnic origin, age, disability, marital status, or veteran status. The University of Nebraska conducts its procurement and contracting activities in a manner designed to prevent unlawful discrimination. University of Nebraska policies are consistent with applicable state and federal laws and

regulations prohibiting unlawful discrimination.

Proprietary Information; Confidential Employee Information; HIPAA; FERPA

It is to be expected that the parties to the contract may find it necessary to reveal certain proprietary information to each other. The contract may, when proprietary information is exchanged, include certain provisions to mutually protect against the use and disclosure of the proprietary information of each party.

In the unusual circumstance that the contract should result in the sharing of employee information protected by the law or University of Nebraska policy, information protected by the Health Insurance Portability and

Accountability Act, information protected by the Family Educational Rights and Privacy Act of 1974, or any other information deemed confidential and protected by the law, the parties to the contract agree to maintain the confidentiality of such information to the extent and manner required by the law and University policy.

Subcontractors

The successful Bidder shall not subcontract all or substantially all of any facet of the proposed goods or services without the prior written approval of UNIVERSITY. The successful Bidder shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of any contract awarded under this bid; provided however, that no contractual relationship shall exist between any subcontractor and UNIVERSITY, unless it is evidenced in a separate contract independent of the contract with the successful Bidder.

Legislative Funding Out Clause

Notwithstanding any provision in the contract to the contrary, if the legislative body appropriating funds, does not allocate sufficient funds to allow UNIVERSITY to make any periodic payment agreed to in the contract for any future fiscal period, UNIVERSITY will not be obligated to pay the contract balance remaining at the time of the governmental funding shortfall.

Parking

UNIVERSITY shall not be responsible for providing parking for successful Bidder's parking needs. The successful Bidder and/or its employees and agents will be solely responsible for any fines resulting from parking violations occurring on UNIVERSITY property.

Building Rules and Regulations; Tobacco Use

Employees of the successful Bidder and any subcontractors shall comply with all UNIVERSITY rules and regulations pertaining to conduct in UNIVERSITY's facilities. UNIVERSITY reserves the right to request the removal or replacement of any Bidder or subcontractor employee who fails to comply with such rules and regulations.

All buildings and University owned vehicles on the UNIVERSITY campus are tobacco-free. Use of tobacco products is not permitted inside any UNIVERSITY facility. The successful Bidder is expected to respect this tobacco-free policy and fully comply with it.

Use of Premises

To the extent that any contract awarded requires the successful Bidder or its employees or agents to be present on or within UNIVERSITY's properties, then the Bidder shall limit its presence and activities to such areas as are reasonably necessary in order to perform under the contract. The

successful Bidder shall take such precautions as are required to avoid damage to buildings, facilities, utilities, ground resources, trees and landscape amenities, and other properties adjacent to the Bidder's activities within the scope of the contract and agrees to be responsible and/or carry out any repairs for which it is liable, as a result of its performance under the contract.

Hazardous Waste

Any hazardous waste that is generated from the performance of any contract awarded shall be properly disposed of by the successful Bidder in a timely fashion and in accordance with applicable hazardous waste laws and regulations. The cost for hazardous waste management and disposal is successful Bidder's responsibility. Should UNIVERSITY deem it prudent to dispose of any hazardous waste left on its property, as a result of the successful Bidder's failure to meet its responsibilities, all costs associated with such disposal shall be deducted from any amount yet to be paid to the Bidder and/or billed to the Bidder. University Environmental Health Services is to be notified of all hazardous waste issues. Any non-hazardous waste generated in the performance of this contract must be disposed of off campus by the successful Bidder.

Delivery; F.O.B.; Shipping

The successful Bidder shall bear all costs of transportation, packing, crating, delivery, installation, storage, and service under warranty for any goods or related services, delivered pursuant to the contract. The successful Bidder shall be responsible for and make delivery, including costs of delivery, cartage, temporary storage, off-loading costs, and insurance, F.O.B. destination. Unless otherwise specified, all shipments will utilize best commercial practices to insure safe arrival at the UNIVERSITY delivery point.

Quantity

With respect to the quantity of any good purchased under the contract, UNIVERSITY need not accept any variation in quantity except as specified in the contract. Over-shipments may be returned to the Bidder at the Bidder's expense, which shall include a reasonable cost for UNIVERSITY handling, or may be retained by UNIVERSITY at no increase in price.

Inspection

UNIVERSITY may, at any time in the course of the contract, inspect and test materials and supplies being used in the performance of the contract, including at the point of manufacture. If inspection and tests are made on contractor's premises, successful Bidder without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the testing/inspection personnel. Except as otherwise agreed in writing, all goods, equipment and supplies furnished under the contract shall be subject to final inspection and acceptance by UNIVERSITY at the delivery destination.

Defective Goods or Work

UNIVERSITY, notwithstanding any prior acceptance, at its option, may reject or require prompt correction (in place or elsewhere) of any goods, equipment, supplies, or other work, which are defective in material or workmanship or otherwise fail to meet the requirements of the contract. All supplies furnished under the contract shall be subject to inspection at F.O.B. destination, and successful Bidder shall be given notice of any defects, other than latent defects, within a reasonable time after receipt of the goods, equipment, and supplies, along with all records of delivery. UNIVERSITY may, in addition to any rights it may have by law, prepare for shipment and ship the

defective goods, equipment, and supplies to the successful Bidder, require the successful Bidder to remove them, or direct a correction in place. The expense of any such remedy shall be borne by the successful Bidder, including any excess cost.

Liens

Successful Bidder warrants that it has title to any goods delivered under the contract and shall deliver same free of all liens, claims, and encumbrances.

Federal, State and Local Sales Taxes; Federal Excise Taxes

Purchases made by the University of Nebraska are exempt from the payment of State Sales and Use Taxes and Federal Excise Taxes. Certification of these exemptions will be provided to the successful Bidder upon request.

Ambiguities

Should the successful Bidder perceive an ambiguity in the contract, the successful Bidder shall request an interpretation from UNIVERSITY before proceeding. If a successful Bidder fails to make such a request, failure to perform with respect to the alleged ambiguity shall not be excused.

Recycling Policy

When purchasing products, materials, or supplies for use, the University, when making such purchases shall actively pursue the purchase of products, materials, or supplies which are manufactured or produced with at least 10% post-consumer recycled materials. This policy shall not operate when it would result in the purchase of products, materials, or supplies that are of inadequate quality, not readily available or substantially higher in cost. It is the intent of the University to continually increase the percentage produced from post-consumer recycled material, and, to increase each year the types and variety of products, materials, or supplies purchased with post-consumer recycled material.

Successful Bidder Identification

The successful Bidder shall cause each of its employees or any person acting on behalf of the successful Bidder, while providing goods/services to the University under the contract and working on University property, to carry identification, with photo, showing that the individual is an employee or person acting on behalf of the successful Bidder. A badge worn outside of clothing is appropriate for this purpose. Such identification shall be produced upon request of any University representative, in order to confirm that the successful Bidder's representative is authorized to be present on University property and/or performing as authorized by the contract. Whereas campus security is of utmost importance, failure of any successful Bidder representative to produce the requisite identification upon request, shall be a material breach of the contract and shall be cause, at the discretion of the University, for immediate termination of the contract.

For those who commonly wear a work uniform, such uniform shall be worn while providing the services related to the contract in order that the University may quickly and clearly identify successful Bidder's service representatives when necessary. A uniform, however, does not take the place of a photo identification badge.

Legal Relationship

The successful Bidder shall under no circumstances be considered as an agent or employee of the University and shall have no right or authority to, in any manner, obligate the University to any

person or company except as authorized in writing by the University.

Use of University Names and Logos

The successful Bidder shall not use any University name, sign, logo, symbol, etc. for any purpose, without the prior written approval of the University. Use of University brands generally requires licensing.

Improper Business Relationships and Conflict of Interest Prohibited

In connection with this bid, each Bidder shall ensure that no improper, unethical, or illegal relationships, or conflict of interest exists between or among the Bidders, the University and any staff and faculty, and any other party to this bid. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not Bidder disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

Electronic and Information Technology Accessibility

All electronic and information technology procurements, agreements, and contracts shall comply with Americans with Disabilities, Section 508 or the Rehabilitation Act of 1998 as amended and the Nebraska Accessibility Policy to be found at:

http://www.nitc.state.ne.us/standards/accessibility/accessibility_standards.pdf.

LB403 Compliance

The successful Bidder, on behalf of itself and any subcontractor to the Contract agrees that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. 4-108 to 4-114 as amended.

Equal Opportunity

Equal Opportunity Clause Certification of Non-Segregated Facilities, Executive Order 11246: This will be provided and shall be executed by the successful Bidder upon notice of award.

Contractor's Certificate of Insurance

Successful Bidders will be required to furnish a certificate of insurance with coverages to bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage. This certificate must be on file prior to any commencement of work. It is absolutely necessary that "The Board of Regents of the University of Nebraska is listed as an additional insured" be added to the face of the certificate for all coverage except worker's compensation. The above statement must be worded in this manner. It is also absolutely necessary that "Completed Operations Coverage" must be included as part of the successful Bidders General Liability.

Debarment

Each Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction (contract), by any governmental department or agency. If the Bidder cannot certify this statement, such Bidder must submit a written explanation for review by UNIVERSITY.

Qualified to Do Business in Nebraska

Each Bidder certifies that they are qualified to do business in Nebraska (<http://www.sos.ne.gov> or contact Nebraska Secretary of State, Corporations Division, State Capital 1301, Lincoln NE 68509 phone 402-471-2554 or fax 402-471-3666). If the bidder cannot validate they are certified to do business in Nebraska they must submit a written explanation. A bidder shall be solely responsible for providing the defense to any challenge regarding their qualification to do business in the State of Nebraska.

LB429 Compliance

Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), as of July 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any documents incorporated by reference in the contract. Copies of all such contracts and documents are published by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of the Contractor to notify the University of any redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) prior to contract execution.

Bid Responses

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a bidder to qualify for the award. A "YES" response means the bidder guarantees they can meet this condition. A "NO" response means the bidder cannot meet this condition and will not be considered. "NO & PROVIDE ALTERNATE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the bidder's ability to meet the condition and an explanation of how this would be determined to be an acceptable alternate to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The University shall determine, at its sole discretion, whether or not the bidder's alternative is an acceptable alternative.

YES	NO	NO & PROVIDE ALTERNATIVE	
X			
Bidder must be an accredited Alcatel-Lucent Enterprise Business Partner.			
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	
X			
All order fulfillments will be made directly from Alcatel-Lucent Enterprise or from an Alcatel-Lucent Enterprise authorized distributor.			

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERATIVE	
X			
Bidder will fulfill all Alcatel-Lucent Enterprise maintenance/services/support contracts directly through/by Alcatel-Lucent Enterprise			
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERATIVE	
X			
Include with this Invitation to Bid a Microsoft Excel document with the most current Alcatel-Lucent Enterprise Product Catalog with the Manufacturer List Price. Include training courses, certifications, professional services, and implementation support line items.			
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERATIVE	
X			
Bidder has read, understands, and agrees to comply with the E-Rate specifications.			
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERATIVE	
X			
Provide Service Provider Identification Number (SPIN): #143035241			

NOTES/COMMENTS:

DISCOUNT STRUCTURE: (Please see attached document for discount percentages)

1. Minimum discount percentage off ALE list price for hardware: See attached document for specific categories.
 - a. The equipment must be new (based on ALE's definition of "new").
 - b. All shipping and handling fees for this new ALE equipment will be paid by the vendor.
 - c. Delivery of new ALE equipment within 45 days.
2. Minimum discount percentage off one (1) year maintenance/service/support contract: _____5%.
3. Minimum discount percentage off three (3) year maintenance/service/support contract: _____7%.
4. Minimum additional discount percentage off orders greater than \$150,000: _____5%
5. Minimum discount percentage off training and certifications: _____15%.
6. Minimum discount percentage off professional services and implementation support: _____5%.
7. Discount Payment Terms: ____N/A____% ____N/A____ Days

Signature Authority

I/we the undersigned, having carefully examined the specifications and conditions of this Invitation to Bid, and fully understand the type and quality of products required, hereby propose to offer the above contract at the terms, conditions and discounts stated and certify that such prices include all costs of product, packaging, and delivery.

FIRM NAME: Dice Communications, INC.

ADDRESS: 2504 South 156th Circle

CITY: Omaha STATE: Nebraska ZIP: 68130

PHONE: 402-597-2923

FAX: 402-289-4208

EMAIL: zdice@dicellc.com

SIGNATURE: _____

BY (PRINTED): Zach Dice

TITLE: CEO

DATE: _____

INVITATION TO BID FOR ALCATEL-LUCENT ENTERPRISE EQUIPMENT AND MAINTENANCE

University Response to Vendor Inquiries

2016-01-05

VENDOR INQUIRY:

Alcatel-Lucent subdivides their hardware into different Product Families. Each Family is assigned to a separate Product Category, which has a separate Discount Structure off List Price. Some Product Categories have greater or less discounts off list allowed.

Is it possible to provide the Discount Structure off List Price by Product Category/Family to achieve the best discounts for UNO across the board?

UNIVERSITY RESPONSE:

With the understanding that the Alcatel-Lucent Enterprise catalog is divided up into Product Categories/Families, please respond with a discount structure for a percentage off of list for each Product Category/Family.

Please amend the Discount Structure section of the response as follows:

1. Minimum discount percentage off ALE list price for hardware:

- A: Data Center and LAN Networks - Network Management 45 %
- B: Data Center and LAN Networks - Routers 15 %
- C: Data Center and LAN Networks - Large Chassis Solutions 35%
- F: Data Center and LAN Networks - Edge Switch Portfolio 45 %
- G: Data Center and LAN Networks - Layer 3 Core/Aggregation Solutions 45%
- H: Wireless LAN Network 30%
- M: Data Center and LAN Networks - Optics and Transceivers 40%
- Accessories (power cords, mounting brackets, etc.) 45%

Note:

- a. The equipment must be new (based on ALE's definition of "new").
- b. All shipping and handling fees for this new ALE equipment will be paid by the vendor.
- c. Delivery of new ALE equipment within 45 days.

2. Minimum discount percentage off one (1) year maintenance/service/support contract:

- O: Support Services on Routers 5%
- V: Unified Access for Networks 5%
- Y: Support Services on Clearpass 5%
- Z: Support Services on Network Solutions 5 %

3. Minimum discount percentage off three (3) year maintenance/services/support contract:

- O: Support Services on Routers 7%

- V: Unified Access for Networks 7%
- Y: Support Services on Clearpass 7%
- Z: Support Services on Network Solutions 7%

4. Minimum additional discount percentage off orders greater than \$150,000: 5%
5. Minimum discount percentage off training and certifications: 15%
6. Minimum discount percentage off professional services and implementation support:
 - E: ALE Provided Professional Services: 5%
7. Discount payment terms: N/A % N/A Days
8. Include with response a current catalog of list prices for applicable discounts specified above.
 - Describe the list pricing that discounts are to be calculated from (i.e., manufacturer list pricing, commercial list pricing, educational list pricing):
Due to the size of the full price book, a digital copy can be located on the included flash drive.