

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14297 OC

PAGE 1 of 7	ORDER DATE 06/19/15
BUSINESS UNIT 65060013	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 2176619	
VENDOR ADDRESS: INTEGRATION PARTNERS CORPORATION 12 HARTWELL AVE LEXINGTON MA 02421-3113	

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

JUNE 22, 2015 THROUGH JUNE 21, 2017

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

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

Original/Bid Document 4922 OF

Contract to supply and deliver Fortinet Catalog Products to the State of Nebraska as per the attached specifications for the contract period June 22, 2015 through June 21, 2017. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <<http://www.das.state.ne.us/accounting/forms/achenrol.pdf>>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/lb403/attestation_form.pdf>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be

4/23/14 PK
6-23-15
BUYER kslbp 6/24/15
MATERIAL ADMINISTRATOR

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disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Invitation to Bid form and the Contractor's bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

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

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

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Todd Petersen
 Phone: 402-880-1926
 Fax: 781-357-8500
 E-Mail: tpetersen@integrationpartners.com

(06/19/15 djo)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	FORTINET CATEGORY A Products inclusive of all associated bundles and accessories. 47.43% Discount to State of Nebraska and Political Subdivisions. Initial two (2) year term, June 22, 2015 - June 21, 2017	160,000.0000	\$	1.0000
2	FORTINET CATEGORY B Other hardware and associated bundles, including VDOMS. 47.43% Discount to State of Nebraska and Political Subdivisions. Initial two (2) year term, June 22, 2015 - June 21, 2017	70,000.0000	\$	1.0000
3	FORTINET CATEGORY C Services support including Forticlient, but excluding Fortiguard and Co-Term SKUs. 35% Discount to State of Nebraska and Political Subdivisions. Initial two (2) year term, June 22, 2015 - June 21, 2017	200,000.0000	\$	1.0000


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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
4	FORTINET CATEGORY D Training and Professional Services. 9.5% Discount to State of Nebraska and Political Subdivisions. Initial two (2) year term, June 22, 2015 - June 21, 2017	2,000.0000	\$	1.0000
5	FORTINET CATEGORY E Fortiguard, Forticloud. 35% Discount to State of Nebraska and Political Subdivisions. Initial two (2) year term, June 22, 2015 - June 21, 2017	20,000.0000	\$	1.0000
6	FORTINET CATEGORY F FG/FWF-40C and Below. 47.43% Discount to State of Nebraska and Political Subdivisions. Initial two (2) year term, June 22, 2015 - June 21, 2017	4,000.0000	\$	1.0000
7	FORTINET CATEGORY H Co-Terms. 0% Discount to State of Nebraska and Political Subdivisions. Initial two (2) year term, June 22, 2015 - June 21, 2017	4,000.0000	\$	1.0000
8	FORTINET CATEGORY I Standard Non-Discount Products. 9.5% Discount to State of Nebraska and Political Subdivisions. Initial two (2) year term, June 22, 2015 - June 21, 2017	5,000.0000	\$	1.0000
9	FORTINET CATEGORY A Products inclusive of all associated bundles and accessories. 47.43% Discount to State of Nebraska and Political Subdivisions. First renewal, June 22, 2017 - June 21, 2018	80,000.0000	\$	1.0000
10	FORTINET CATEGORY B Other hardware and associated bundles, including VDOMS. 47.43% Discount to State of Nebraska and Political Subdivisions. First renewal, June 22, 2017 - June 21, 2018	35,000.0000	\$	1.0000
11	FORTINET CATEGORY C Services support including Forticlient, but excluding Fortiguard and Co-Term SKUs. 35% Discount to State of Nebraska and Political Subdivisions. First renewal, June 22, 2017 - June 21, 2018	100,000.0000	\$	1.0000
12	FORTINET CATEGORY D Training and Professional Services. 9.5% Discount to State of Nebraska and Political Subdivisions. First renewal, June 22, 2017 - June 21, 2018	1,000.0000	\$	1.0000
13	FORTINET CATEGORY E Fortiguard, Forticloud.	10,000.0000	\$	1.0000


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	35% Discount to State of Nebraska and Political Subdivisions. First renewal, June 22, 2017 - June 21, 2018			
14	FORTINET CATEGORY F FG/FWF-40C and Below. 47.43% Discount to State of Nebraska and Political Subdivisions. First renewal, June 22, 2017 - June 21, 2018	2,000.0000	\$	1.0000
15	FORTINET CATEGORY H Co-Terms. 0% Discount to State of Nebraska and Political Subdivisions. First renewal, June 22, 2017 - June 21, 2018	2,000.0000	\$	1.0000
16	FORTINET CATEGORY I Standard Non-Discount Products. 9.5% Discount to State of Nebraska and Political Subdivisions. First renewal, June 22, 2017 - June 21, 2018	2,500.0000	\$	1.0000
17	FORTINET CATEGORY A Products inclusive of all associated bundles and accessories. 47.43% Discount to State of Nebraska and Political Subdivisions. Second renewal, June 22, 2018 - June 21, 2019	80,000.0000	\$	1.0000
18	FORTINET CATEGORY B Other hardware and associated bundles, including VDOMS. 47.43% Discount to State of Nebraska and Political Subdivisions. Second renewal, June 22, 2018 - June 21, 2019	35,000.0000	\$	1.0000
19	FORTINET CATEGORY C Services support including Forticlient, but excluding Fortiguard and Co-Term SKUs. 35% Discount to State of Nebraska and Political Subdivisions. Second renewal, June 22, 2018 - June 21, 2019	100,000.0000	\$	1.0000
20	FORTINET CATEGORY D Training and Professional Services. 9.5% Discount to State of Nebraska and Political Subdivisions. Second renewal, June 22, 2018 - June 21, 2019	1,000.0000	\$	1.0000
21	FORTINET CATEGORY E Fortiguard, Forticloud. 35% Discount to State of Nebraska and Political Subdivisions. Second renewal, June 22, 2018 - June 21, 2019	10,000.0000	\$	1.0000
22	FORTINET CATEGORY F FG/FWF-40C and Below. 47.43% Discount to State of Nebraska and Political Subdivisions. Second renewal, June 22, 2018 - June 21, 2019	2,000.0000	\$	1.0000


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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
23	FORTINET CATEGORY H Co-Terms. 0% Discount to State of Nebraska and Political Subdivisions. Second renewal, June 22, 2018 - June 21, 2019	2,000.0000	\$	1.0000
24	FORTINET CATEGORY I Standard Non-Discount Products. 9.5% Discount to State of Nebraska and Political Subdivisions. Second renewal, June 22, 2018 - June 21, 2019	2,500.0000	\$	1.0000
25	FORTINET CATEGORY A Products inclusive of all associated bundles and accessories. 47.43% Discount to State of Nebraska and Political Subdivisions. Third renewal, June 22, 2019 - June 21, 2020	80,000.0000	\$	1.0000
26	FORTINET CATEGORY B Other hardware and associated bundles, including VDOMS. 47.43% Discount to State of Nebraska and Political Subdivisions. Third renewal, June 22, 2019 - June 21, 2020	35,000.0000	\$	1.0000
27	FORTINET CATEGORY C Services support including Forticlient, but excluding Fortiguard and Co-Term SKUs. 35% Discount to State of Nebraska and Political Subdivisions. Third renewal, June 22, 2019 - June 21, 2020	100,000.0000	\$	1.0000
28	FORTINET CATEGORY D Training and Professional Services. 9.5% Discount to State of Nebraska and Political Subdivisions. Third renewal, June 22, 2019 - June 21, 2020	1,000.0000	\$	1.0000
29	FORTINET CATEGORY E Fortiguard, Forticloud. 35% Discount to State of Nebraska and Political Subdivisions. Third renewal, June 22, 2019 - June 21, 2020	10,000.0000	\$	1.0000
30	FORTINET CATEGORY F FG/FWF-40C and Below. 47.43% Discount to State of Nebraska and Political Subdivisions. Third renewal, June 22, 2019 - June 21, 2020	2,000.0000	\$	1.0000
31	FORTINET CATEGORY H Co-Terms. 0% Discount to State of Nebraska and Political Subdivisions. Third renewal, June 22, 2019 - June 21, 2020	2,000.0000	\$	1.0000
32	FORTINET CATEGORY I	2,500.0000	\$	1.0000


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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Standard Non-Discount Products. 9.5% Discount to State of Nebraska and Political Subdivisions. Third renewal, June 22, 2019 - June 21, 2020			




BUYER INITIALS

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: <http://www.das.state.ne.us/materiel/purchasing/purchasing.htm>

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

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under \$25,000 and up to ten (10) pages. However, two party sealed bids containing facsimile pages are acceptable. No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to 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 a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

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 State of Nebraska from obtaining the lowest possible competitive price.

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

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 State Purchasing Director 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.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders 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 State of Nebraska 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 at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date 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 State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

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 State Statute Section 81-161, R.R.S. 1943. The State 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 State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State 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. (State Statute Sections 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.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

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

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:

<http://www.nitc.state.ne.us/standards/accessibility/>

Revised: 02/2004