

## ADDENDUM ONE

Date: December 2, 2011

To: All Bidders

From: Mike Hybl – Executive Director, Buyer  
Nebraska Public Service Commission

RE: Questions and Answers for Request for Proposal Number 59464(O3)  
to be opened December 7, 2011, 2:00 p.m. Central Time.

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal.

Questions	Answers
1. Can you please confirm that the submission date/time is Dec 7 <sup>th</sup> , 2pm at the NESPC offices on N Street (previous versions of the documentation list Dec 6 <sup>th</sup> as the deadline).	The submission date and time is December 7, 2011, 2:00 p.m. at the Nebraska Public Service Commission, 300 The Atrium 1200 N Street, Lincoln NE 68508
2. Considering the RFP was released on the Wednesday before a major holiday and allowed for only two weeks to put together a response, would the State consider extending the submittal deadline to allow more time for interested parties to put together a response?  Would the Commission consider extending the due date to provide respondents additional time to address the answers to questions prior to packaging the response for submission?	No  No
3. Is there a requirement to provide matching fund by the winning bidder?	No
4. Has all the funding been approved for this program?	See the NTIA web site listing the NPSC reports ( <a href="http://www2.ntia.doc.gov/grantee/nebraska-public-service-commission">http://www2.ntia.doc.gov/grantee/nebraska-public-service-commission</a> )
5. What is the current contract end date for years one and two.	December 31, 2011
6. Who is utilized for speed test application; what are contract termination dates; how often is data collected?	Due to the difficulty of identifying a test site that achieves consistent results the NPSC is not currently hosting an independent speed test site.

7. Are there any tribal nations within Nebraska and are they participating in the project.	There are tribal nations within Nebraska but none have tribal owned and operated ISP facilities for which data collection is required.
8. Is the BTOP funded broadband facility construction data part of this contract?	No
9. Is the Commission exempt from Freedom of Information Act for confidential data proved by providers	The Nebraska Public Service Commission is exempt from the Freedom of Information Act but is subject to the Nebraska Public Records Act.
<p>10. Have any commercially developed datasets been purchased by the NPSC for this project?</p> <p>What if any, digital elevation models are available for use?</p> <p>What if any, land use/land cover type datasets are available for use?</p> <p>Is any project management website currently utilized?</p> <p>Is any document management website currently utilized?</p>	<p>No</p> <p>None other than public source</p> <p>None other than public source</p> <p>No</p> <p>No</p>
11. Can the Commission provide a list of the 10 providers that have not been responsive to the program to date?	Yes
<p>12. Will the Commission be able to provide a list of all known contact information for the providers known to date?</p> <p>Will the commission be able to provide a log of all contacts made with each provider?</p>	<p>Yes</p> <p>No</p>
<p>13. How many CAIs were identified in the June 30, 2011 CAI submission (the RFP list the number of broadband providers at 211, but not the number of CAIs)?</p> <p>What percentage of the State's Community Anchor Institutions have been collected in Years 1-2 of the Program and what percentage of that have provided broadband subscription information?</p> <p>Has any particular group of CAIs been difficult to get data from as part of the current program?</p>	<p>2,498 Community Anchor Institutions were reported in the June 30, 2011 data submittal to the NTIA.</p> <p>Since the known universe of CAI is not yet defined we are not able to answer this question.</p> <p>No</p>
<p>14. Page 4, Section F – Submission of Proposal</p> <p>There is a reference to section RR Proprietary Information. We believe this reference should be to NN Proprietary Information. Please confirm.</p>	<p>The reference should have been to NN Proprietary Information on page 17 NOT RR on page 19.</p>

<p>15. Pages 7 -21, Section III, A-AAA, "Accept &amp; Initial."</p> <p>Is it the State's intention to have the respondent accept and initial these pages and send them back as part of the response?</p>	<p>Please refer to page 7, Section III. Terms and Conditions, opening paragraphs.</p>
<p>16. Page 10, Section III.F.4. Evidence of Coverage</p> <p>Is it acceptable to include the evidence of Insurance with the proposal submission, or should this also be sent separately to [Maurice Gene Hand – Director of Communications, Nebraska Public Service Commission, 300 The Atrium 1200 N Street, Lincoln NE 68508 (facsimile (402) (471-0254))]</p>	<p>Either method of submission is acceptable</p>
<p>17. Page 22, Section IV.A – Project Overview</p> <p>The Contractor will be required to utilize hardware and software previously purchased by the Commission and to utilize the Commission’s E-911 GIS Repository data which serves as the Commission’s match component for the SBI grant.</p> <p>What does this data consist of?</p>	<p>The GIS Repository is continually updated with street segment centerline data, and other geospatial data by the NPSC’s 911 GIS vendor. Other geospatial data includes: rural and city addressing systems, including street centerline depicting public roadways; railways; political boundaries, including city, township and county; areas of interest including parks, cemeteries, hazardous facilities, power plants and substations, and water features; fire districts; ambulance districts; law enforcement districts; and emergency service boundaries</p>
<p>18. Page 24, Section IV.C.1.d</p> <p>Does the commission currently have a CRM in place from the last two years?</p> <p>If so, what software are they using? Also, will the data be transferred to the current Vendor</p>	<p>No</p> <p>n/a</p>

<p>19. Page 24, Section IV.C.2.c. states that the Commission would prefer a method whereby ISPs can enter and validate data on a ongoing basis.</p> <p>Is the preferred method to enable ISP's to upload files or to directly enter data into the web portal.</p> <p>How are the providers currently validating their data?</p>	<p>Use of a method of data collection that is consistent with both Section IV.C.2.b and c is preferred.</p> <p>Participating ISPs are provided ArcReader projects showing how their submitted data will be displayed.</p>
<p>20. Page 24, Section IV, C. 3 – Data Collection – Community Anchor Institution – CAI</p> <p>Does the NPSC staff plan to reduce its effort with regards to collection of CAI data?</p> <p>Is the NPSC staff willing to share CAI entity contact list that they developed in the past?</p> <p>Can the NPSC supply a definition of a CAI since the NTIA definition is vague and has changed several times?</p>	<p>NPSC intends to continue to meet the requirements of the NTIA. The successful bidder will have the primary obligation of identifying, contacting, educating and coaching CAIs in the use of the data collection tools listed in Section IV.C.3.c and d (page 24)</p> <p>The NPSC will share all existing CAI information with the successful bidder.</p> <p>No</p>
<p>21. Page 25, Section IV.C.4 – Data Verification</p> <p>What was done by the previous vendor to validate the data during the previous two years?</p>	<p>See the NTIA web site listing the NPSC reports (<a href="http://www2.ntia.doc.gov/grantee/nebraska-public-service-commission">http://www2.ntia.doc.gov/grantee/nebraska-public-service-commission</a> ) for information on the validation and verification activities in previous rounds of data collection.</p>
<p>22. Page 25, Section IV.C.5.c – Data Processing and Submission</p> <p>“Bidder will be required to submit a complete data package in a timeframe required. . .”</p> <p>Can the timeframe required for the submission of the data package to the Commission be quantified?</p>	<p>The NTIA has established that the data collection cycles are based upon data as of June 30 and December 31 each year of the program with submission of the data follow 90 days later. The dates are set by the NTIA. The time frames needed for the review and approval by the NPSC of the data provided by the successful bidder will largely be a function of when the data collection effort is completed, the quality of the data and, the quality of the report provided for review.</p>

23. Page 25, Section IV.C.7.a and b – Mapping

Is the contractor expected to utilize the state-owned servers described in Appendix A, relocate them to a new hosting environment, and pay for private hosting services (e.g., bandwidth, electricity, generator backup, facility maintenance, etc.) for the duration of the contract?

Under Section IV.D. – Fees, Costs, and Expenses

The text seems to imply that “existing data center facilities and existing data/communications network services” provided by the state can be utilized for the purpose of hosting the broadband map application. Can you clarify?

The NPSC currently has the hardware and software identified in Appendix A which could be used by the successful bidder if desired. Use of the hardware and software in Appendix A is not required.



<p>26. Page 25, Section IV.C.7 Mapping</p> <p>In accordance with #7 on page 25, we understand responsibility for the mapping website will be transitioned to the successful bidder. Does the Commission own existing data collection and verification systems for the SBI program where responsibility will also be transitioned to the successful bidder?</p> <p>Would any existing systems be provided as Government Furnished Equipment (GFE) to the successful bidder?</p> <p>If so, what technologies (database, language, hosting model, etc.) are currently being used?</p> <p>With respect to supporting the current state broadband map application. Is the current application supported by the following?</p> <p>Can all or any of the mentioned docs or similar/related material be made available?</p> <ul style="list-style-type: none"> <li>○ Requirements Documentation</li> <li>○ Technical Specification Documentation</li> <li>○ Well written and appropriately commented code</li> <li>○ Data Schema specifications for data updates?</li> </ul> <p>Is it also acceptable to propose an alternative solution to State Broadband Map Application in lieu of maintaining the existing application</p>	<p>No</p> <p>No</p> <p>n/a</p> <p>See Question 24</p> <p>See Question 24</p> <p>Yes</p>
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<p>27. Page 26, Section IV.D – Fees, Costs, and Expenses</p> <p>Frist two paragraphs - the text implies that, at least to some degree, fees, costs, and expenses associated with the deliverables described should be described within the technical proposal. However, under Section V.B – Cost Proposal Requirements (page 31) there is an implication that costs should be described separately from the technical proposal in a distinct cost proposal section. Can you clarify?</p> <p>Would the separate cost proposal satisfy the requirements described under IV.D – Fees, Costs, and Expenses (page 26)?</p> <p>Last paragraph – “Contractor will be expected to make personnel available at Contractors expense . . .” For the first two years of the program can the Commission provide the number of on-site meetings that were required and the typical duration of these meetings?</p>	<p>The reference in Section IV.C – Fees, Costs, Expenses, second paragraph “the deliverables in Section C, above” should have been to “the deliverables in Section B, above”.</p> <p>Section V. A – Technical Proposal, page 28 identifies the four sections required in the technical section. Section V.B – Cost Proposal Requirements, page 31 identifies the requirements for the cost portion of the proposal.</p> <p>Four – A forum type meeting was conducted with the contractor and the ISPs to initiate the process and a second forum was conducted as the data collection methods were refined. Both forums were approximately one day in length. Two half-day on-site project meetings between the NPSC and contractors were also held; one at the NPSC the other at a sub-contractors facility in California.</p> <p>Various telephonic project calls and webinars were held over the course of the project.</p>
<p>28. Page 27, Section IV.E.1 – Contractor Qualifications</p> <p>Will the Commission provide a copy of a sample standard nondisclosure agreement that has been used to obtain information from current ISPs for review in order to meet the requirement under page 27, Section E.1</p> <p>Written confirmation of the Bidders acceptance of the nondisclosure agreements which have been executed with the current ISPs. Are we Interpreting this correctly that the existing NDAs in place with service providers in NE will be transferred to the successful bidder? Can you provide a copy of your existing NDA?</p>	<p>The NPSC has entered into various NDAs as necessary to obtain the cooperation, support, and data from the ISPs operating in Nebraska.</p> <p>The successful bidder will have the responsibility of executing NDAs that are mutually acceptable to the ISP, NPSC, and the bidder.</p> <p>A copy of the standard nondisclosure agreement is provided as an attachment to this addendum.</p>

<p>29. Page 27, Section IV.E.4 – Contractor Qualifications Written certification that the Bidder is not listed on the U.S. Government General Services Administration Excluded Parties List System (EPLS) .</p> <p>Are you looking for a simple statement from an authorized member of our company stating we are not listed on the Excluded Parties List, or is there a more formal requirement?</p>	<p>A simple statement from an authorized member of the company is sufficient.</p>
<p>30. Page 32, Section V.C – Payment Schedule</p> <p>Is the bidder expected to provide a proposed payment schedule as part of its RFP response? Or will the payment schedule be discussed during contract negotiations once the intent to award has been announced?</p>	<p>The payment schedule provided on page 32, Section V.C – Payment Schedule will be the framework for a Payment Schedule. The specific amounts in the Payment Schedule will be finalized during contract negotiations.</p>
<p>31. Page 34, Appendix A</p> <p>A license for Oracle Database is listed. Is Oracle expected to be the RDBMS behind some or all of the BDIA project systems?</p> <p>What were the 25 field data collection devices used for; what purpose do they serve within the current process. ?</p>	<p>It is available for use but not required</p> <p>The data collection devices were used during the field survey work with the Planning Team and are not being used in the current process.</p>

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND DISCLOSURE AGREEMENT (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ (the "Effective Date") by and among the Nebraska Public Service Commission (NPSC) on behalf of the State of Nebraska, with its principal office located at 300 The Atrium Building, 1200 N Street, Lincoln, Nebraska 68508, \_\_\_\_\_, a \_\_\_\_\_ Company, with its principal office located at \_\_\_\_\_, and \_\_\_\_\_, a broadband provider (BBP) with its principal offices located at \_\_\_\_\_.

RECITALS

WHEREAS, the State of Nebraska (the "State") has received a grant under the National Telecommunications and Information Administration ("NTIA"), U.S. Department of Commerce, State Broadband Data and Development Grant Program (the "Grant Program") pursuant to the American Recovery and Reinvestment Act of 2009 ("Recovery Act"), Pub. L. No. 111-5, 123 Stat. 115 (2009) and the Broadband Data Improvement Act ("BDIA"), Title 1, Pub. L. No. 110-385, 122 Stat. 4096 (2008), for funding projects that collect comprehensive and accurate State-level broadband mapping data and maps, aid in the development and maintenance of a national broadband map, and fund statewide initiatives directed at broadband planning;

WHEREAS, the details and guidelines for the Grant Program are set forth in the NTIA's Notice of Funds Availability ("NOFA"), RIN 0660-ZA29, 74 Fed. Reg. 32545 (July 8, 2009) including the NOFA's Technical Appendix, the NOFA Clarification, 74 Fed. Reg. 40569 (August 12, 2009);

WHEREAS, the State has selected \_\_\_\_\_, as the contractor to assist with broadband data collection, verification and mapping for the Grant Program (the "Project");

WHEREAS, \_\_\_\_\_ has provided or will provide certain Confidential Information (as defined below) concerning the availability of broadband service in the State of Nebraska for the purpose of performing the Project, and would like to obligate \_\_\_\_\_ and the NPSC through this non-disclosure agreement to keep such information confidential;

WHEREAS, it is anticipated that \_\_\_\_\_ may deliver to \_\_\_\_\_ certain Confidential Information in connection with this Project; and in turn \_\_\_\_\_ will provide certain Confidential Information to the NPSC for independent verification;

WHEREAS, as a condition to such Confidential Information being furnished to \_\_\_\_\_ and to the NPSC, \_\_\_\_\_ and the NPSC agree to maintain the confidentiality of the Confidential Information in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definition of Confidential Information:** For purposes of this Agreement, the term "Confidential Information" shall mean any broadband information and data of \_\_\_\_\_, including trade secrets, or commercial or financial information, which is not generally known to the public and maintained by \_\_\_\_\_, and is defined as confidential, pursuant to the BDIA, the NOFA, and subsequent clarifications of the NTIA in the duration of the Grant Program which identifies (a) the type, location, technical specifications of infrastructure owned, leased or used by \_\_\_\_\_ and (b) subscriber information, service delivery, service quality, engineering or provisioning information.
2. **Obligations of Confidentiality:** In exchange for the furnishing by \_\_\_\_\_ of the Confidential Information, \_\_\_\_\_ and the NPSC agree to hold the Confidential Information in strict confidence and, except as otherwise provided in this Agreement, shall not disclose or disseminate the Confidential Information furnished by \_\_\_\_\_ hereunder to (a) any other person, firm, organization, or competitor, other than the \_\_\_\_\_, the NPSC and their consultants, contractors, agents or representatives who have signed appropriate non-disclosures and who have a need to know the Confidential Information in order to order to perform the

Project and comply with the BDIA, the NOFA and the Grant Program, or (b) any employee, agent or representative of \_\_\_\_\_ or the NPSC, who does not need to obtain access thereto. Except for the purpose of performing the Project, \_\_\_\_\_ and the NPSC shall also not copy, transmit, publish or otherwise disseminate anything related to, either directly or indirectly, the Confidential Information provided by \_\_\_\_\_. \_\_\_\_\_ and the NPSC shall devote its best efforts to ensure that all persons afforded access to the Confidential Information protect such Confidential Information against unauthorized use, dissemination, or disclosure and shall, at a minimum, exercise the same care to prevent any unauthorized use, dissemination or disclosure of the Confidential Information as \_\_\_\_\_ and the NPSC exercise in protecting its own information of a similar nature. Notwithstanding the obligations set forth in this Agreement, (i) the NPSC and \_\_\_\_\_ shall not be restricted in its use of the Confidential Information to derive maps and interactive websites of the broadband coverage area of \_\_\_\_\_ and its affiliates consistent with the requirements of the NOFA, the BDIA, and the Grant Program, (ii) \_\_\_\_\_ may and is hereby authorized to provide to the NPSC all Works created in connection with the Project so that the NPSC can provide such Works to the NTIA, and (iii) this Agreement shall not restrict the State's or the NTIA's use of such data as contemplated by the NOFA (including sharing such data with the Federal Communications Commission or other federal agencies).

3. **Exceptions:** The confidentiality and non-use obligations of this Agreement shall not apply to the following as established by reasonable proof: (a) information that at the time of the disclosure is in the public domain; or (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except through a breach or violation of the terms of this Agreement; or (c) information that is received by the Receiving Party from a third party having legal right to transmit the same, free of any obligation of confidence; or (d) information which \_\_\_\_\_ and the NPSC can establish was in its possession prior to disclosure or was subsequently and independently developed by \_\_\_\_\_ or the NPSC without use, direct or indirect, of information required to be held confidential hereunder, who had no knowledge of the Confidential Information disclosed; or (e) information which is approved for release by the prior written authorization of \_\_\_\_\_. The above exceptions shall be narrowly construed and shall not be interpreted as justification for disregarding any obligation of confidence set forth in this Agreement merely because individual portions of the Confidential Information may be found to be within one or more exceptions provided above.

4. **Mandatory Disclosure of Confidential Information:** Notwithstanding any provision herein to the contrary, in the event that \_\_\_\_\_ and the NPSC hereafter become obligated by mandatory applicable law, regulation, or judicial or administrative order to disclose any Confidential Information to any third party, government authority or court, \_\_\_\_\_ and the NPSC shall immediately notify \_\_\_\_\_ of each such requirement and identify the Confidential Information so required thereby to be disclosed, so that \_\_\_\_\_ may seek an appropriate protective order or other remedy with respect to narrowing the scope of the requirement and/or waive \_\_\_\_\_'s or the NPSC's compliance with the terms hereof. If, failing the entry of an appropriate remedy or receipt of a waiver, \_\_\_\_\_ and the NPSC, in the written opinion of its counsel, is compelled to disclose Confidential Information, \_\_\_\_\_ or the NPSC may disclose that portion of the Confidential Information that its counsel advises, after consultation with \_\_\_\_\_, that \_\_\_\_\_ or the NPSC is compelled to disclose.

5. **Ownership of Confidential Information:** All Confidential Information is and shall remain the exclusive property of \_\_\_\_\_. Neither this Agreement nor any disclosure hereunder shall be deemed, by implication, estoppel or otherwise, to vest in the NPSC or \_\_\_\_\_ any license or ownership rights to the Confidential Information or under any Confidential Information or inventions, patents, know-how, trade secrets, trademarks or copyrights owned or controlled by \_\_\_\_\_.

6. **Representation or Warranty:** \_\_\_\_\_ and the NPSC acknowledge that \_\_\_\_\_ is not making any representation or warranty of any kind, whether expressed or implied, as to the accuracy or completeness of the Confidential Information furnished. \_\_\_\_\_ and the NPSC hereby acknowledges that \_\_\_\_\_, or any of its respective directors, officers, stockholders, affiliates, representatives, advisors or agents, shall not have any liability to the NPSC or \_\_\_\_\_ relating to or resulting from the use of the Confidential Information or any errors therein or omissions therein, and the NPSC and \_\_\_\_\_ waive, in advance, any and all claims or causes of action against \_\_\_\_\_, or any of its respective directors, officers, stockholders, affiliates, representatives, advisors or agents, in connection with the use of the Confidential Information.

7. Reference to Disclosing Party: No oral or written release of any statement, information, advertisement or publicity having any reference to \_\_\_\_\_, express or implied, shall be used by the NPSC or \_\_\_\_\_ or on the behalf of \_\_\_\_\_ or the NPSC, unless and until such matter shall have first been submitted to and received the approval in writing of \_\_\_\_\_.

8. Term and Termination: The term of this Agreement and obligations under this Agreement shall commence on the Effective Date and extend with respect to all Confidential Information until five (5) years after the date of the last disclosure hereunder. Thereafter, obligations hereunder survive and continue in effect with respect to any Confidential Information that is a trade secret under applicable law.

9. Waiver for Breach: No failure or delay by \_\_\_\_\_ in exercising any right or remedy granted under the terms of this Agreement shall operate as a waiver thereof, and any single or partial waiver of any right or remedy for a breach of this Agreement shall not be construed to be a waiver of any future breach.

10. Governing Laws: This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska, without giving effect to the principles of choice law of such State. The parties agree to submit to the jurisdiction and venue of the state and federal courts located in the State of Nebraska with respect to any dispute arising from this Agreement.

11. Other Agreements: This Agreement shall not be deemed to create any obligation on the parties to consummate any other agreement or transaction between the parties.

12. Integrity of Entire Agreement: If any part of this Agreement shall be deemed to be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement shall not be affected. This Agreement may not be altered or amended except in writing signed by all parties to this agreement.

13. Injunctive Relief: \_\_\_\_\_ and the NPSC acknowledge that the unauthorized disclosure or use of any Confidential Information furnished by the Disclosing Party could cause irreparable harm and significant injury to \_\_\_\_\_, which may be difficult to measure with certainty or to compensate through monetary damages. Accordingly, if any petition is made by \_\_\_\_\_ to a court of competent jurisdiction seeking injunctive or other equitable relief, \_\_\_\_\_ and the NPSC agree that it shall not offer evidence or otherwise urge that such relief is inappropriate.

14. Notice or Communication: Any notice or communication hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by overnight courier (providing proof of delivery), or mailed by certified mail, postage prepaid and return receipt requested, to the Parties at the following addresses:

Nebraska Public Service Commission  
300 The Atrium Building  
1200 N Street  
Lincoln, NE 68508  
Attn: Mike Hybl, Executive Director

\_\_\_\_\_ {Mapping Contractor}

\_\_\_\_\_ [broadband provider]

Any party may, by notice given in accordance with this Section 14 to the other parties, designate another address or person for receipt of notices hereunder, provided that such notice of such a change shall be effective upon receipt.

15. Entire Understanding: This Agreement contains the entire understanding of the parties concerning the disclosure or use of the Confidential Information.

IN WITNESS WHEREOF, this Agreement is hereby effected by the parties hereto, and affirmed as such by appropriate authorized signature, on the day and year first written above.

NEBRASKA PUBLIC SERVICE COMMISSION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_