

SEGRA[®]



NEBRASKA
DEPT. OF ADMINISTRATIVE SERVICES

**Request for Proposal for
High-Speed Transport Services for
Network Nebraska**

Solicitation Number 124043 05
Form 470 Number 260010997

PREPARED BY:

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BUSINESS USE



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Separate Enclosure:

Appendix A - Cost Sheet (ADD 2)

This proposal response includes data that shall not be duplicated, used, or disclosed other than to evaluate this proposal. If a contract is awarded to Segra as a result of or in connection with this submission, the recipient shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the recipient’s right to use information contained in this data if it is obtained from another source without restriction. All data contained in this document, including all its attachments, are subject to this restriction. Notwithstanding the foregoing, Segra understands that this data may be subject to a request under the Freedom of Information Act or applicable state law. In that event, Segra requests advance notice prior to the production of any materials contained in this proposal.

January 23, 2026

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

**Re: Request for Proposal for High-Speed Transport Services for Network
Nebraska No. 124043 05 and Form 470 No. 260010997**

Dear Ms. Rowlands,

Unite Private Networks, LLC d/b/a Segra is pleased to submit this comprehensive proposal in response to the State of Nebraska's RFP No. 124043 05 and Form 470 No. 260010997. Thank you for the opportunity to present our solution to fulfill your needs for High-Speed Transport Services for Network Nebraska.

We have reviewed the requirements of your request and understand the State of Nebraska is updating and expanding the statewide network that is currently in place to serve the eligible entities of Network Nebraska. We feel we are uniquely qualified to provide the requested services and possess very practical and direct experience of being a partner with many state agencies and public entities throughout the region.

The term of the contract will be four (4) years commencing upon execution of the contract by the State and Vendor (Parties). The contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

We have the technology, expertise, and financial strength to stand behind our services with comprehensive support and a local operations team who will ensure your needs are met.

Segra brings unmatched experience in the deployment and operation of dedicated, symmetrical fiber networks. Segra's fiber-optic network is built on a backbone that provides optimized reliability and bandwidth speeds. Our solutions is turnkey, consisting of engineering, permitting, construction, electronics, and maintenance. With our experience and knowledge, we can ensure smooth implementation and successful project delivery.

Segra is proud to be an E-Rate service provider and partner, with more than one thousand K-12 schools and more than one hundred institutions of higher education, as well as a history of expertise in delivering connectivity solutions for schools and libraries. This solution is fully E-Rate Category 1 compliant, so you can be confident in your ability to secure your E-Rate funding. Unite Private Networks, LLC d/b/a

Segra's Service Provider Identification Number (SPIN) is **143029868**. Segra is in good standing with the FCC, USAC, and all applicable regulatory authorities and is not on red light status.

Thank you for giving us the opportunity to respond to this solicitation. We look forward to hearing from you and are available for questions should that become necessary.

Sincerely,



Bobby Mercier
Mid-Market Account Executive
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Lincoln, NE 68502
(402) 475-2718
bobby.mercier@segrafiber.com

Executive Summary

Segra has thoroughly read and understands the State's requirements, particularly the need to select a service provider to manage increasing demands for broadband service in today's environment.

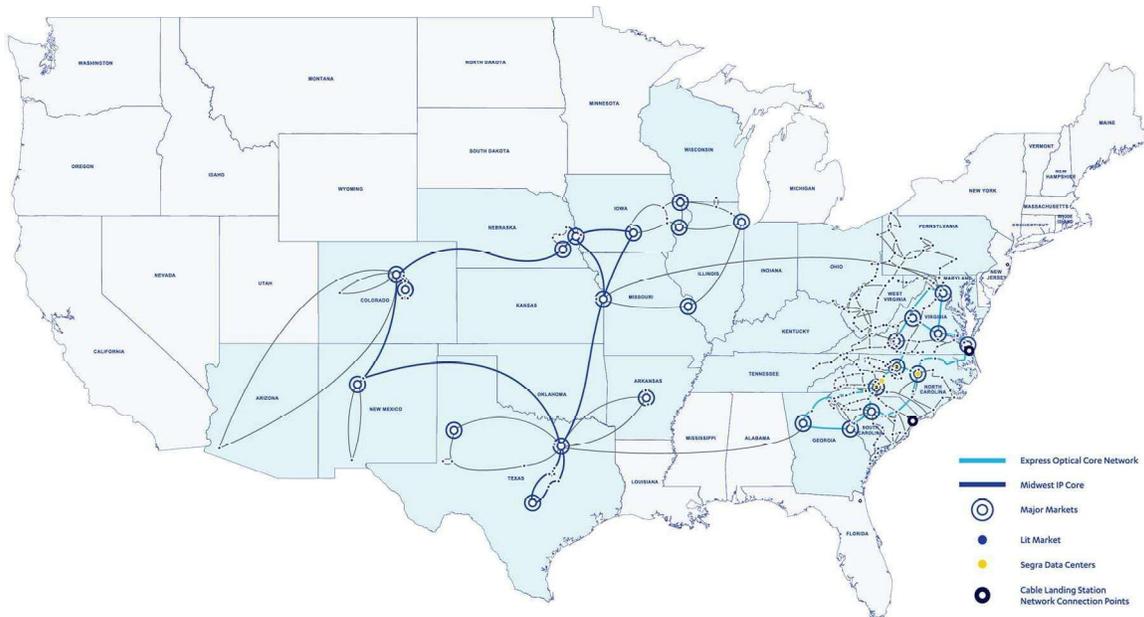
Selecting Segra will provide the State with the following advantages:

- **PRIVACY AND SECURITY** - Segra delivers its service over fiber pairs that have been specifically deployed for use by the State. This assures constantly available bandwidth and unprecedented flexibility in network management. Other providers will often offer smaller bandwidth increments because of legacy equipment and facilities. These public systems can be less secure since they include routing through a central office or cable head end facility. Our approach at Segra is to always recommend and implement full duplex bandwidth to ensure a clean, secure, and reliable solution.
- **NETWORK VISIBILITY AND CONTROL** - You control routing and Quality of Service (QoS). Our solution allows you to see into your private network; whereas, the switches and the throughput all unencumbered by legacy infrastructure, such as central offices and **head** end facilities, could limit the visibility you would have to your network.
- **RELIABILITY** - A robust core network design increases reliability by eliminating potential points of failure. With no backhaul to a central office or head-end, fewer switches are required, and your data moves directly from point-to-point on fiber.
- **CATEGORY 1 COMPLIANT** - Services provided to schools and libraries are fully E-Rate Category 1 compliant, so you can be confident in your ability to secure funding. Segra's SPIN # is 143029868. Our Tax ID # is 35-2566703.
- **A PROVEN TRACK RECORD** - Segra has a proven demonstrable track record of turnkey WAN's serving over 250 districts in 21 states. Several of our past projects have been similar in scope and have been offered as examples under the reference section included in this proposal.
- **PROJECT MANAGEMENT** - Segra's team includes many utility veterans who are knowledgeable of local laws, rights of way access and utility permitting. This solution is a full-turnkey solution consisting of engineering, permitting, construction, electronics and maintenance. With our experience and knowledge, we can ensure a smooth implementation and successful project.

Please note that Segra reserves the right to negotiate a final agreement with the State intended to 1) resolve any discrepancies between the RFP documents and proposal documents, and 2) govern the relationship between the parties.

Company Overview

Our entire company operations put you - our customer - at the very center of what we do. We invest in the communities of our customers by hiring local technicians and managers and by continually upgrading our network infrastructure. With assets and customers in twenty-four states and approximately 44,000 route-miles of fiber, we are here to help make you successful. Built on a 125-year legacy of connectivity and as one of the largest independent fiber network companies in the United States, Segra has a broad and dense service footprint nationwide. Segra is known for its next-generation infrastructure, cloud, security, voice, and data technology solutions that can be customized for customers of different sizes and wholesale transport services to some of the world's largest carriers. Our network features the latest advances in state-of-the-art IP and managed services, Ethernet, and dark fiber architectures, as well as high-performance data centers, all backed by industry-leading security, service, and reliability.



Scope of Work

Solution Overview

In today's increasingly digital landscape, government agencies are dependent on reliable and fast connectivity to power their environments. Remote working, video calls, and cloud-based applications are all on the rise, and the need for always-on and fast transmission speeds is paramount. Segra has a proven track record of building and maintaining state-of-the-art solutions that meet these needs and allow clients to partner for life with our services.

Segra's proposal takes into consideration the immediate requested network needs but also builds the foundation to allow for highly flexible and scalable future configurations. Every circuit that Segra deploys is custom designed to account for fiber routes, building entries, and electronics. These non-shared connections have been architected to allow for dedicated/guaranteed bandwidth without concern for oversubscription, unlike what is often experienced with services provided by local cable companies or traditional telecommunication providers.

Within this Scope of Work, Segra is pleased to offer the following E-LINE service architecture, providing flexible connectivity options to the State of Nebraska. This Scope of Work is meant to be applicable to all locations awarded to Segra.

Ethernet Private Line (E-LINE)

Segra specializes in providing industry-leading, standards-compliant, symmetrical networks that are constructed utilizing a 100% fiber optic network. Segra will operate and maintain the entire next generation fiber network (G.652, Corning SMF-28e) and metro topology providing full end-to-end autonomy and delivering exceptional network service.

Segra's dedicated, symmetrical E-LINE service provides high quality and mission critical transport between the service location and the selected the State of Nebraska/Segra NNI. Segra will work with the State of Nebraska to coordinate which 802.1Q NNI will be used for each site. Segra will augment each NNI as necessary to support The State of Nebraska. The Ethernet service will receive a VLAN tag specific to that service and agreed upon by the State of Nebraska and Segra.

For bandwidths up to 20.0 Gbps the customer site will receive the benefit of being provisioned on a Segra metro ethernet access ring. Once the fiber lateral reaches the resilient metro ring, the service will take advantage of a multi-directional ring path. This ring technology allows Segra to extend our resilient network closer to each individual customer site. In the event the primary route should fail, the service will automatically re-route around the assigned path. This minimizes the impact of potential fiber cuts as well as the effects of service maintenance when required. For bandwidths above 20.0 Gbps the circuit will be designed as a dedicate Wave transport across the Segra network.

Figure 1 – Ethernet Private Line Logical – 1.0 Gbps to 20.0 Gbps Bandwidth

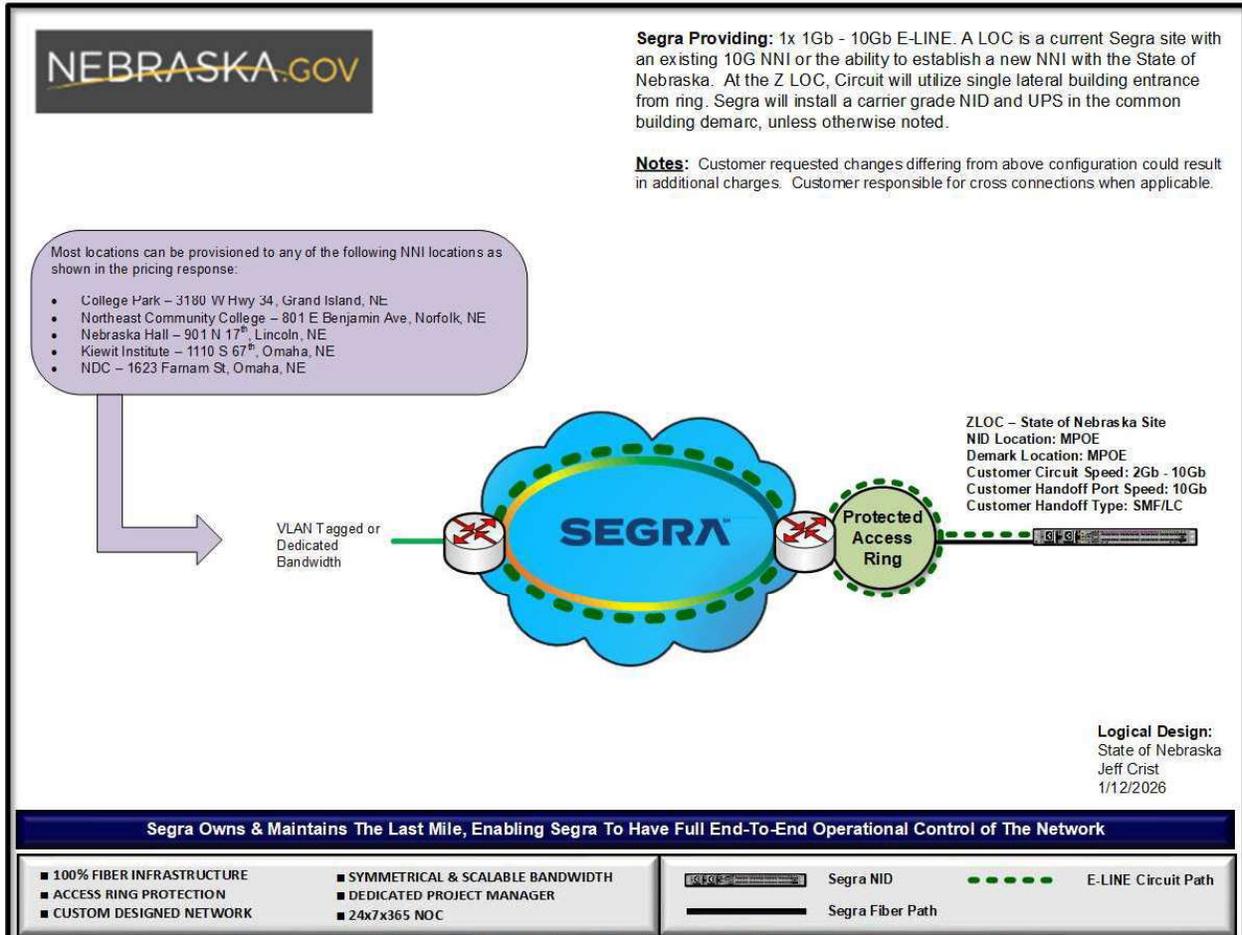
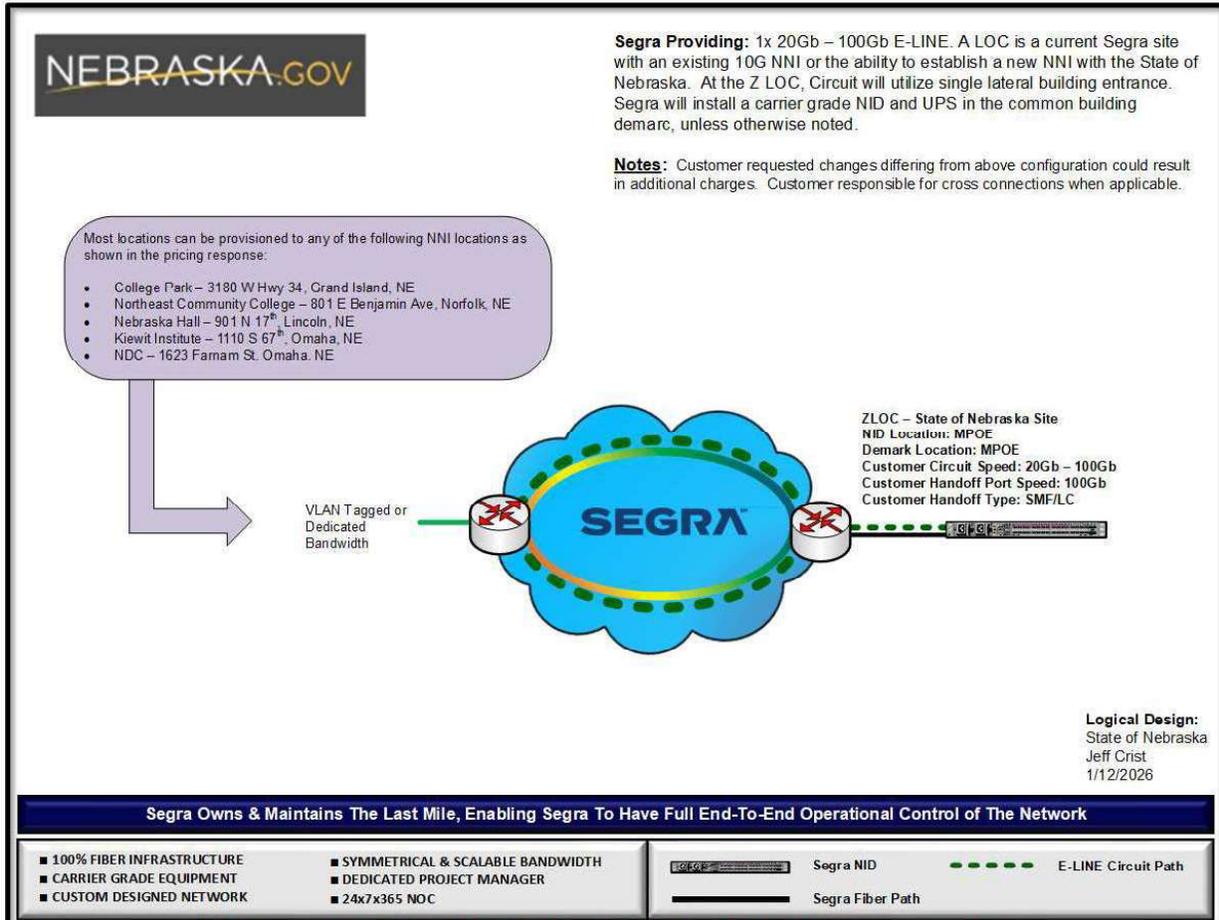


Figure 2 – Ethernet Private Line Logical – 20.0 Gbps to 100.0 Gbps Bandwidth



Demarcation and Electronics

The Segra demarcation point is defined as the location at each remote site where all Segra equipment is to be located. The Segra equipment required for Ethernet service typically consists of a 2RU UPS battery backup (if desired), a 1RU fiber splice tray, and a 1RU Segra managed switch. Segra supports multiple handoff options depending on interface requirements. Fees associated with providing Segra equipment to provide the initial bandwidth are included within the Segra pricing proposal.

Segra will install a carrier class switch delivering symmetrical bandwidth. Segra will provide a temperature hardened Cisco switch for the proposed solution. Each service will be delivered via a 1.0 Gbps, 10.0 Gbps, or 100 Gbps, LC Single Mode Fiber or RJ45 handoff (for up to 1.0 Gbps), depending upon the bandwidth ordered to the remote site.

When the need arises for additional bandwidth, Segra’s design makes it easy to accommodate upgrades. Our electronics can be designed to allow for scalability and

expandability if Segra is alerted prior to installation that this capability is of interest. Please note that additional bandwidth may require a future E-Rate filing if this was not requested in the original RFP or Form 470. Segra is happy to work with the State of Nebraska to meet E-Rate guidelines.

Building Entry

Construction of building entries will utilize other utilities and communications entries to the extent possible and Segra will construct new conduit where required. Segra building entries are engineered to comply with National Electrical Code guidelines. While most work can be conducted during normal business hours, Segra will coordinate with your technical on-site resources to perform work whenever is needed to avoid disruption.

Network Operations Center (NOC) and Support

Segra delivers exceptional customer service and communication is quick and easy. We provide 24x7x365 support and supply a fully detailed escalation list, which includes the personal cell phone numbers and email addresses of the NOC Manager, Local Operations Vice President, Regional Operations Vice President, and the Senior Vice President of Operations. The State of Nebraska can escalate at any time it is felt necessary; there are no minimum periods/timeframes. Contacting Segra's NOC is rapid and efficient; there are no IVRs or screeners. When a call is placed to the NOC, a technician will rapidly answer and immediately begin assisting. Segra will strive to provide updates on all Priority 1 tickets (outages) every hour until the trouble is resolved.

Network Monitoring

Segra provides network monitoring and management to track key edge-to-edge performance statistics for all lit services provided. The monitoring system will provide data on interface utilization, bandwidth, availability by site (up-down), and alarming. In addition, it will offer information with respect to packet drop/errors/flow and transmit/receive data bits per second. Historical statistics and ticketing information for the preceding 12 months are available upon request.

Maintenance Scheduling

Segra's standard maintenance window is from 12:01 am to 6:00 am. All maintenance events will be communicated with our standard ten-business-day notifications. In many instances, our network's resiliency allows for uninterrupted services during maintenance events. Segra will always strive to complete these maintenance activities in a timely fashion to mitigate potential down time.

Project Timing

Segra will utilize a dedicated project management team with over 50 years of combined service deployment experience for E-Rate eligible customers to meet and exceed the expectations of our customers. Segra's project manager will meet with the State of Nebraska representatives to determine the final project schedule and manage the process of procuring all permits to implement on time. Segra will also be responsible for any fees associated with the engineering and permitting process.

Segra's projected implementation timeline from a fully executed agreement is:

- 30 days for engineering
- 30 days for permitting
- 30 days to complete construction after permitting and test/turn up

Sample Service Level Agreement (SLA)

This Ethernet SLA sets forth the provisions and commitments relating to the service quality between Segra and Customer and states Customer's sole and exclusive remedies for service interruptions or service deficiencies. This Ethernet SLA applies exclusively to Segra's Ethernet Private Line Services.

- 1. Availability Goal.** Segra maintains a goal of 99.99% availability on all Ethernet Services and strives to repair all service impacting conditions within four (4) hours of discovery. Recovery time for a failed node is generally less than one (1) second on a protected ring. All Segra services are non-protected unless otherwise noted in the Lit Service Order.
- 2. Network Latency.** Network Latency is the average network delay time for traffic to make a round trip between Segra hub sites within the regions specified on the Segra Network. The average network round-trip time ("Latency") for the leased Ethernet circuit between the respective point-to-point locations shall be fifteen (15) milliseconds or less over a calendar month, as measured by Segra. Any sustained Latency greater than 15 ms is considered an Outage for purposes of this Service Level Agreement.
- 3. Outage.** Customer acknowledges the possibility of an interruption in Service that results in a partial or total disruption which, subject to the exclusions and restrictions noted below, constitutes an "Outage." If a Service experiences an Outage ("Affected Service"), Segra will immediately commence work to repair the Affected Service upon discovery of the Outage.
- 4. Outage Credit.** Unless stated otherwise herein, Customer may be entitled to a credit based upon the Outage time experienced by an Affected Service. The credit amount is calculated by determining the percentage of time (calculated in minutes) that the Affected Service experiences an Outage, within a calendar month, in relation to the total calendar monthly minutes of the Service ("Outage Minutes %"). The amount of the credit shall be the Outage Minutes % multiplied by the applicable monthly recurring charge ("MRC") for the Affected Service ("Outage Credit"). In no event shall credits be provided to Customer in an amount that exceeds the MRC for the Affected Service.
- 5. Trouble Ticket.** To receive an Outage Credit, Customer must initiate a trouble ticket at the time of the Outage by contacting Segra at the Escalation Contact List noted below. The Outage shall be deemed to have commenced upon verifiable notification of outage and initiation of trouble ticket. The Outage shall end upon restoration of the Affected Service as evidenced by appropriate network tests by Segra.

6. **Outage Credit Request.** Customer's request for an Outage Credit shall be submitted within thirty (30) calendar days of the end of the calendar month in which the Outage occurs. Requests shall be submitted to Segra, 120 W 12th Street, Floor 11, Kansas City, MO 64105, Attn: Billing Dept.
7. **Payment of Outage Credit.** All approved Outage Credits shall be credited on the next monthly invoice for the Affected Service following Segra approval of the Outage Credit.
8. **Remedies.** The Outage Credits described herein shall be the sole and exclusive remedy of the Customer in the event of any Outage or other disruption of Service, and under no circumstances shall either be deemed an event of default under this Ethernet SLA or a Lit Service Order. The Parties agree that no third party is or shall be entitled to bring any action to enforce any provision of this Ethernet SLA against any Party hereto, and that this Ethernet SLA shall be enforceable only by the Parties hereto or their respective successors or permitted assignees.
9. **Third-Party Provider Credit.** Notwithstanding anything to the contrary, in the event an Affected Service is being provided by Segra through any third-party fiber or equipment, Customer shall not be entitled to any outage credits or recompense in excess of what is provided to Segra by the applicable third-party. In that event, Customer shall receive a credit equal to the lesser of (i) an Outage Credit as described in Section 3 above, or (ii) a pass-through of applicable credits provided to Segra by the third-party.
10. **WARRANTY DISCLAIMER.** EXCEPT FOR THE WARRANTIES CONTAINED HEREIN, Segra DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
11. **LIMITATION OF LIABILITY.** NEITHER PARTY, THEIR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS SHALL BE LIABLE IN ANY WAY WHATSOEVER, FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS REVENUE, LOST BUSINESS, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE BY EITHER PARTY, OR THEIR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS.
12. **Outage Exclusion.** An Outage shall not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following (each, an "Outage Exclusion"):
 - 12.1 Interruptions on a Service for which the start of Service has not yet commenced.
 - 12.2 Interruptions caused by the negligence, error, or omission of Customer or others authorized by Customer to access, use, or modify the Service or equipment used by Customer.

- 12.3 Interruptions due to power failure at the service location or the failure or poor performance of Customer provided equipment ("CPE").
- 12.4 Interruptions during any period in which Segra is not afforded access to the premises and/or its facilities, provided such access is reasonably necessary to prevent a degradation or to restore Service.
- 12.5 Interruptions during any period that Segra has communicated to Customer that the Service will be unavailable for maintenance or grooming purposes, or Customer has released the Service to Segra for the installation of a Service.
- 12.6 Interruptions during any period that Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis.
- 12.7 Interruptions resulting from Force Majeure.
- 12.8 Interruptions resulting from Customer's use of any Service in an unauthorized or unlawful manner.
- 12.9 Interruptions resulting from a Segra disconnect for cause.
- 12.10 Interruptions resulting from incorrect, incomplete, or inaccurate documentation or direction from Customer (including over subscription of circuits by Customer and improper or inaccurate network specifications provided by Customer).
- 12.11 Segra's inability to initiate Service by the applicable installation date.
- 12.12 Interruptions in service not caused by failure of the Segra network.
- 12.13 Interruptions resulting from damage to fiber or facilities caused by a third party.

13. Escalation Contact List. To assist Segra in tracking and coordinating all necessary activities for resolving issues expeditiously, the following phone numbers are the first contacts for trouble resolution. All dispatches, if deemed necessary, will be generated through these contacts:

1-866-963-4237 or 816-903-3927
24x7x365

The escalation process provides the next step for obtaining information and resolutions in the event that Customer is unable to receive a satisfactory resolution by contact through the phone numbers listed above.

Service Escalation Contact List			
Level	Name	Email	Phone
1	Manager – Network Operations Center Austin Jett	austin.jett@segrafiber.com	(816) 859-0610
2	Director – Network Operations Center Jason Hobbs	jason.hobbs@segrafiber.com	(888) 696-0408
3	Vice President – Service Assurance Jeff Wendling	jeffrey.wendling@segrafiber.com	(888) 846-1072
4	Regional Vice President – Nebraska Shanon Morris	shanon.morris@segrafiber.com	(402) 575-1239
	Regional Vice President – Central Iowa Clark Lundy	clark.lundy@segrafiber.com	(515) 321-3336
	Regional Vice President – Eastern Iowa Brent Striegel	brent.striegel@segrafiber.com	(319) 491-4760
	Regional Vice President – Kansas City Harold Kalwei	harold.kalwei@segrafiber.com	(816) 500-3737
	Regional Vice President – St. Louis Jerry Sorrentino	jerry.sorrentino@segrafiber.com	(314) 722-0052
	Regional Vice President – Colorado Christian Kessler	christian.kessler@segrafiber.com	(303) 263-0174
	Regional Vice President – Dallas Bill Tyler	bill.tyler@segrafiber.com	(469) 354-3214
	Regional Vice President – San Antonio Rick Valadez	rick.valadez@segrafiber.com	(210) 789-6803
	Regional Vice President – NM, AZ John Hufnagel	john.hufnagel@segrafiber.com	(505) 301-9118
	Regional Vice President – IL, WI, OH, IN, GA, VA George Forbes	george.forbes@segrafiber.com	(478) 832-0669
Regional Vice President – TX, AR, OK George Rutledge	george.rutledge@segrafiber.com	(501) 287-8223	
5	Vice President of Operations – North Region Huck Ihnat	huck.ihnath@segrafiber.com	(816) 922-9334
	Vice President of Operations – South Region Eric Filkins	eric.filkins@segrafiber.com	(832) 497-3264
	Vice President of Operations – Central Region Vincent Herrera	vincent.herrera@segrafiber.com	(505) 301-9124
6	Senior Vice President of Operations Thomas Pope	thomas.pope@segrafiber.com	(704) 290-4671
7	Senior Vice President of Engineering David Cromwell	david.cromwell@segrafiber.com	(816) 509-7420

References

Segra has a successful history of completing projects of the same size and scope as those outlined in this RFP, as evidenced by the references presented below.

Reference #1

Name: Educational Services Unit #6
Address: 210 5th Street, Milford, NE 68405
Phone Number: (402) 761-3341
Contact Name: Jamen Hall
Contact Email: jamen.hall@esu6.org
Length of Relationship: 10+ years
Nature of Service Relationship: Multiple EWAN connections (1.0 Gbps-10.0 Gbps) for 60+ locations spread across ESU #3, #4, #5, and #6

Reference #2

Name: Omaha Public Schools
Address: 3215 Cuming Street, Omaha, NE 68131
Phone Number: (531) 299-8848
Contact Name: Bryan Dunne
Contact Email: bryan.dunne@ops.org
Length of Relationship: 9+ years
Nature of Service Relationship: Dual-homed, dual hub multi-site EWAN network, PTP, Internet

Reference #3

Name: Kearney Public Schools
Address: 417 East 6th Street, Kearney, NE 68847
Phone Number: (308) 698-8014
Contact Name: Troy DeHaven
Contact Email: trodehaven@kearneycats.com
Length of Relationship: 9+ years
Nature of Service Relationship: Multi-site EWAN network and voice services

Sample Agreement

Please refer to Segra's Sample Agreement, included on the following pages.



SERVICE ORDER # _____

Contact Information	
LMK Communications, LLC; Lumos Networks 2, LLC; Lumos Networks of West Virginia, LLC; South Carolina Telecommunications Group Holdings, LLC; Unite Private Networks, LLC; Unite Private Networks-Illinois, LLC; and/or their corporate affiliates, all doing business as Segra ("Segra")	("Customer")
COMPANY CONTACT: EMAIL:	CUSTOMER CONTACT: EMAIL:
NOTICE ADDRESS: Segra 120 W 12 th St., Fl. 11 Kansas City, MO 64105 Attn: Legal Department	NOTICE ADDRESS:

This Service Order includes and incorporates by reference the Terms and Conditions applying to Services and any Exhibits attached hereto (collectively, the "Terms and Conditions"). Customer and Segra agree to be bound by the Terms and Conditions.

Segra: Authorized Signature: _____ Name: _____ Title: _____ Date: _____	Customer: Authorized Signature: _____ Name: _____ Title: _____ Date: _____
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Service Type and Term	
Order Type:	
Contract ID Number(s):	
Service Type(s):	
Initial Service Order Term:	__ months

Services & Pricing Schedule				
Type	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
New	Circuit 1: /30 IPv4 Addresses (one useable)	__ months	\$ _____	\$ _____
Total =			\$ _____	\$ _____

Circuit 1	
Location A Site Name: Address: Point of Demarcation:	Location Z Address: Point of Demarcation:

Acknowledgements: Customer acknowledges and agrees that the Lit Services and/or Voice Services ("Service(s)") provided to Customer in this Service Order will not be accessible to Customer other than at the Location A and Z Points of Demarcation listed above. Notwithstanding the preceding, Internet or BIA Services shall only be accessible at the Location Z Point of Demarcation listed above. Segra shall have the option to terminate this Service Order without liability if Segra determines that providing the Services to Customer will be commercially unreasonable for Segra.

IP Addresses: If Customer is receiving an Internet Access or DIA service, Customer shall receive four (4) total IPv4 Addresses at DIA Location Z point of demarcation, two (2) of which shall be useable at each location. Customer understands that one (1) of the useable IPv4 Addresses may need to be reserved, leaving one (1) fewer useable IPv4 Address for Customer.

Term: The term of this Service Order shall commence upon the first date following completion of installation of all Services described herein and continue for the term delineated above ("Initial Service Order Term"). Thereafter, this Service Order shall automatically renew for successive one (1) year periods (each such period, an "Additional Service Order Term" and, together with the Initial Service Order Term, the "Service Order Term") unless terminated by either Party upon ninety (90) days' written notice to the other Party prior to the end of the Initial Service Order Term or Additional Service Order Term, as applicable. Notwithstanding the above, Customer shall be invoiced upon the installation of each applicable Service. Each subsequent monthly recurring charge shall be pro-rated based on the Services that have been installed until all Services have been installed, at which time the monthly recurring charge shall be the total monthly recurring charge listed above and the total monthly recurring charge shall continue for the duration of the Service Order Term.

Points of Demarcation: Unless otherwise specified herein, the point of demarcation at each service location shall be the minimum point of entry ("MPOE"). The MPOE is the point at which Segra's cable enters the building. In the event Customer requires a point of demarcation extension, additional costs may apply. Customer shall be responsible for all cross connects.

Interstate Traffic: If Customer is receiving a private line service, Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) will constitute ten percent (10%) or less of the total traffic on the private line provided by Segra. Customer shall notify Segra if the Customer's average usage exceeds this ten percent (10%) threshold.

Customer Acknowledgement of Existing Business Relationship: Customer acknowledges if an agent helped to arrange and facilitate this Service Order between Customer and Segra, information related to which may be shared with the agent, and Customer acknowledges and understands Segra has a prior and current business relationship with the agent.

Revised 1/1/2026

Exhibit A
General Terms and Conditions
Revised 1/1/2026

1. **Service Orders.** Services provided under these General Terms and Conditions ("General Terms and Conditions") will be memorialized in Service Order(s) (each a "Service Order") executed by and between the Parties. Upon the full execution and acceptance of a Service Order, Segra agrees to provide to Customer, and Customer agrees to receive from Segra, certain lit fiber-based services(s) using certain telecommunications equipment (the "Services"). Each Service Order shall, if applicable, identify the (i) Point(s) of Demarcation (as defined in Section 4); (ii) Service type; (iii) Initial Service Order Term; (iv) monthly recurring charges ("MRC"); (v) non-recurring charges ("NRC"); (vi) bandwidth, if applicable; and (vii) Customer and Segra contact information.
2. **Installation.** Segra shall issue a Service Commencement Letter (as "Service Commencement Letter" is hereinafter defined) upon installation of a Service. If Customer believes the Services have not been installed in accordance with the Service Order, Customer must provide a written rejection of the Services including a written description reasonably detailing failure of the Service to Segra within three (3) business days of Segra issuing the associated Service Commencement Letter. Segra shall then retest the Service and issue another Service Commencement Letter. This process shall continue until the Service meets industry standards. Failure to properly reject a Service within the prescribed period shall be deemed Customer's acceptance of the Service. Notwithstanding the preceding or anything to the contrary in these Terms and Conditions, in the event Segra is unable to complete installation of a Service due to Customer's failure to complete any applicable tasks necessary to allow Segra to complete installation of the Service, (i) Segra shall have the option to cancel the applicable Service as of the thirtieth (30th) day after Segra provides written notice to Customer that Segra is unable to proceed further due solely to Customer's delay, and (ii) Customer shall be responsible for Early Termination Liability in accordance with the Early Termination Section below. For clarity, Customer's inability to accept a Service shall not constitute a valid reason for rejection. A "Service Commencement Letter" means the written communication sent from Segra to Customer informing Customer that the Services have been installed and are available for Customer's use.
3. **Payment Terms; Disputed Invoices.**
 - 3.1. **Payment Terms.** Customer shall pay all undisputed charges by ACH, check, or wire transfer of immediately available funds to the account designated by Segra, unless otherwise agreed to by the Parties. All undisputed charges shall be paid by Customer within thirty (30) calendar days following the issuance of an invoice from Segra. Any undisputed portion of an invoice not paid by the applicable due date shall be overdue and Customer shall incur a fee of 1.5% per month, or the maximum amount permitted by law, until the undisputed portions of the invoice are paid in full. Unless otherwise stated in the Service Order, beginning after the Initial Service Order Term, all MRC shall be subject to an annual increase equal to the greater of (i) five percent (5%) or (ii) the cumulative increase in the U.S. Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by United States Department of Labor, Bureau of Labor Statistics for the preceding 12-month period. All MRC shall be invoiced in advance on the first day of each month. If the Service Order Term commences on a day other than the first day of the month, Customer shall be invoiced on the first day of the following month and the first invoice shall include the pro-rated amount of the prior month's MRC in addition to the current month's MRC. By way of example only, if Customer's service begins on September 20, Customer will receive its first invoice on October 1 and this invoice will include a full month's MRC for October in addition to the pro-rated ten (10) days' MRC for September. Unless otherwise stated in the Service Order, any applicable NRC may be invoiced any time after the full execution of this Service Order.
 - 3.2. **Disputed Invoices.** In the event Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice by the due date and submit a written claim reasonably documenting all reasons for disputing the remaining amount, including but not limited to: (i) the items on the invoice in dispute; (ii) the nature of the dispute; (iii) if applicable, documentation of the Customer filing a trouble ticket report with Segra's Network Operations Center ("NOC"); and (iv) any other relevant information reasonably requested by Segra concerning the disputed Services. Unless a claim is submitted in this manner and received by Segra within thirty (30) days from the date the invoice is issued, Customer waives all rights to dispute such charges unless otherwise provided by law. Customer shall have no right to offset payments under this Agreement or any related Service Order(s).
4. **Points of Demarcation, Building Access, Space, and Power.**
 - 4.1. **Points of Demarcation.** "Point(s) of Demarcation" means the physical point where Segra's obligation to bring and terminate the Services ends. Segra shall only be responsible for implementation of facilities and maintenance activities related to the Services up to the applicable Point of Demarcation.
 - 4.2. **Building Access, Space, and Power.** Customer agrees that it will (i) procure all necessary building entrance rights, private easements, and other property rights between the public right-of-way and the Point of Demarcation ("Access Rights") for Segra to have access and permission to enter the locations noted on the applicable Service Order, and (ii) provide Segra sufficient space ("Space") and power ("Power") on the premises to support the Services at no cost to Segra. Customer understands that any delay in receiving the Access Rights, Space, and/or Power may cause an installation delay. Customer shall be responsible for all costs incurred by Segra related to the Access Rights, Space, and Power, including but not limited to charges imposed on Segra by the property owner or its designee. In the event Customer is: (i) unwilling or unable to pay for such charges related to Access Rights, or (ii) unable to procure Access Rights for Segra, Segra shall have the option to cancel the applicable Service Order and Customer shall be responsible for payment of Early Termination Liability pursuant to the Early Termination Section below
5. **Equipment Protection and Notice of Damage.** Customer shall not and shall not allow any facility, equipment, software, hardware, system, or material that is owned, leased, or otherwise operated or maintained by Segra, including (i) any supporting devices used in conjunction with a Service or related Segra network facilities, or (ii) conduit and fiber needed to support the Services ("Segra Equipment") to be rearranged, tampered with, moved, removed, disconnected, altered, maintained, interfered with, or repaired without Segra's prior written consent. Customer is responsible for providing and maintaining at no charge to Segra an appropriate operating environment consistent with generally accepted industry standards for any Segra Equipment on any premises where Segra Equipment is being used to provide Services to Customer. Customer shall promptly notify Segra of any matters pertaining to any damage or impending damage to or loss of the use of Segra Equipment, Services, or Segra's network that could reasonably be expected to adversely affect Segra's Equipment or Services.
 - 5.1. **Risk of Loss.** Customer shall bear the risk of loss through theft or casualty of any facilities or equipment owned or controlled by it or its customers regardless of the location of said facilities or equipment. Customer will bear all risk of loss of, theft of, casualty to, or damage to any provided Segra Equipment from the time it is delivered until the time it is returned to Segra in accordance with these Terms and Conditions.
 - 5.2. **Return of Segra Equipment.** Segra shall have ninety (90) days after the termination or expiration of a Service Order or other applicable agreement, whichever is later, to remove any Segra Equipment from a service location, and Customer agrees that Customer shall cooperate with Segra to coordinate retrieval and removal of Segra Equipment.
 - 5.3. **Reimbursement for Not-At-Fault Trouble Tickets.** In the event a Trouble Ticket initiated by Customer is determined to be caused by Customer's acts or omissions, or if such Trouble Ticket results in a "No Trouble Found" determination (each such instance, an "Erroneous Trouble Ticket"), Customer shall reimburse Segra for any actual costs for the dispatch for the Erroneous Trouble Ticket within thirty (30) days' of issuance of Segra's invoice for the same.
6. **Internet Data Flow and Warranties.** Customer acknowledges and agrees that because the flow of data to or from and through the Internet is dependent upon the performance of services provided or controlled by third parties, Segra cannot guarantee uninterrupted Service for Internet access and use, and Segra warrants that it will use commercially reasonable efforts to remedy impairment or disruption of Customer's access to the Internet through Segra's Equipment, provided however, that any such interruption or impairment is directly attributable to Segra's Equipment. Customer also acknowledges and agrees that the actual transmission speeds for Internet transmissions delivered by Segra may vary from the transmission speeds otherwise expected by Customer based on such factors as the length and gauge of the line servicing Customer, and other operational characteristics of facilities used by Segra and/or Customer. SEGRA DISCLAIMS ALL WARRANTIES, EXCEPT FOR THE WARRANTY TO USE COMMERCIALY REASONABLE EFFORTS TO REMEDY IMPAIRMENT, EITHER EXPRESSED, IMPLIED, OR BY OPERATION OF LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR INTERNET SERVICE.
7. **Ownership and Encumbrances.** Customer acknowledges and agrees that it has no title to any fiber, facilities, equipment, or materials provided by Segra and shall not in any way encumber the Services, cable, or any property that is the subject of or related to a Service Order.
8. **Term.** These Terms and Conditions shall apply immediately upon the full execution of this Service Order between Segra and Customer and shall continue in effect so long as there is an active and related Service in effect that is governed by these Terms and Conditions.

9. Upgrades, Changes, Additions, and Porting.

- 9.1. Changes. These Terms and Conditions specifically contemplate the possibility of Customer adding to or changing Services. Customer acknowledges that changes to the Services may involve changes to MRC or NRC. Unless otherwise agreed upon, changes and additions to the Services will not impact the applicable Service Order Term.
- 9.2. Portability. Subject to fiber availability and Segra's sole discretion, Customer shall have the option to port the Services to a new location and Segra shall waive any applicable early termination charges so long as:
- (i) the new, ported location is "On-Net," meaning Segra will incur no construction or related costs to provide service to the new, ported location;
 - (ii) Customer and Segra enter into a replacement Service Order for a term equal to or greater than the term remaining on the Service Order being replaced;
 - (iii) the replacement Service Order contains the same or greater monthly recurring charges as the Service Order being replaced; and
 - (iv) Customer pays a non-recurring charge to cover any construction, splicing, or other costs related to the replacement Service Order, including any fees waived by Segra at the time of the initial Service Order, if applicable.

Any changes, including ported services, must be memorialized in an amendment, statement of understanding, Service Order, or other document signed by both Parties.

10. Early Termination. In the event that Segra cancels or terminates a Service or Service Order for Customer Default (as "Customer Default" is defined herein) or Customer cancels or terminates any Service or Service Order for any reason other than Segra Default (as "Segra Default" is defined in Section 13.2) ("Early Termination"), (i) Segra may immediately stop work without further notice; (ii) Customer shall not be entitled to a refund of any prior consideration paid; and (iii) Customer shall pay an early termination fee to Segra which shall be equal to (i) 100% of the remaining monthly recurring charges plus (ii) any waived or otherwise unpaid NRC or special construction charges, plus (iii) any fees payable to third parties and attributable to the terminated services, (together, the "Early Termination Liability" or "ETL"). ETL shall be due and payable within thirty (30) days after issuance of an invoice for the same. The Parties agree that ETL is a reasonable estimate of liquidated damages and not a penalty. For clarity, this Early Termination Section shall apply to termination of any Service, including Voice Services.
11. Relocation Procedures. If Segra (i) determines in its reasonable business judgment, or (ii) is required by a third party with applicable legal authority, to relocate all or any portion of the facilities, materials, or equipment used to furnish Services to Customer, Segra may provide Customer notice of any such relocation. If the relocation is necessitated solely by Segra, Segra shall be responsible for the cost of such relocation. If the relocation is necessitated by a third party with legal authority, Customer shall pay its Proportionate Share of the costs upon written notice from Segra. "Proportionate Share" means a reasonable amount determined by Segra in good faith.
12. Termination for Lack of Rights. Segra may terminate any affected Service without liability to Customer if: (i) Segra's applicable franchise authority is cancelled or terminated; (ii) Segra is prohibited from furnishing the Services by regulation, statute, court order, or ruling by any other federal, state or local governmental authority; or (iii) Segra's pole attachment, conduit use, or other necessary rights are terminated or become subject to such restrictions or conditions that continuation of the applicable Service is impracticable or prohibited.
13. Default and Cure.

- 13.1. Customer Default. Customer shall be in default ("Customer Default") under these Terms and Conditions and/or a Service Order in the event of any of the following:
- 13.1.1. Customer fails to make a payment of any undisputed amount required under a Service Order and such failure continues for more than seven (7) days after Customer receives written notice of such failure from Segra; or
 - 13.1.2. Customer fails to comply with any material obligation, agreement, term, or provision contained in these Terms and Conditions or on a Service Order not contemplated under subsection 13.1.1 above and such failure continues for more than thirty (30) days after receipt of written notice of such failure from Segra; or
 - 13.1.3. Customer's use of a Service violates any law or causes Segra to violate any law; or
 - 13.1.4. Customer becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition;
 - 13.1.5. Customer becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such petition or proceeding is not dismissed within thirty (30) days of filing; or
 - 13.1.6. Customer's use of the Services would cause a forfeiture of the rights of Segra to occupy the property where such Services or other Segra facilities are located; or
 - 13.1.7. Customer or Customer's end-user's equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of Segra's fiber, equipment, or network. In the event of such interference, Segra may immediately suspend the Service(s) and/or take any steps necessary to remedy the interference.
- 13.2. Segra Default. Segra shall be in default ("Segra Default") in the event Segra fails to comply with any material obligation, agreement, term, or provision of these Terms and Conditions and such failure continues for more than thirty (30) days after receipt of written notice of such failure from Customer; provided however, that if such default cannot reasonably be cured within thirty (30) days and if Segra is proceeding promptly and with due diligence in curing the default, the cure period shall be automatically extended as may be necessary.

Any event of default may be waived at the non-defaulting Party's option. Upon the failure of a Party to cure a default after notice thereof from the other Party and expiration of the above cure periods, the non-defaulting Party may, subject to these Terms and Conditions, terminate the affected Service and/or pursue any remedies it may have under applicable law or principles of equity relating to such default. Notwithstanding the foregoing, default by one Party with respect to a Service shall not be deemed to be a default with respect to another Service.

14. Indemnification. Customer shall indemnify, defend, and hold harmless Segra, its directors, officers, employees, members, partners, trustees, representatives, agents, affiliates, or parent companies from and against all costs, liabilities, losses, and expenses (including reasonable attorney's fees) resulting from any third party claim, demand, suit, action, judgment, loss, or proceeding brought against Segra for (a) personal injury, including death; (b) damage to any personal or real property; (c) any unauthorized use of Segra facilities; (d) violation of an intellectual property right arising directly or indirectly from the negligence or intentional acts or omissions of Customer or its representatives or agents; (e) any misrepresentations regarding (i) Customer's name listed in this Service Order, and (ii) the authorized signer of this Service Order; or (f) any breach of Segra's Acceptable Use Policy (a link to which is included below). Customer represents and warrants that (i) the Customer name listed in this Service Order is a legally valid and existing business in the state in which Services are provided, and (ii) the person who signs this Service Order has proper authority to bind Customer to this Service Order and the terms and conditions contained herein.
15. Limitation of Liability. IN NO EVENT SHALL SEGRA OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, PARTNERS, TRUSTEES, REPRESENTATIVES, AGENTS, AFFILIATES, OR PARENT COMPANIES BE LIABLE FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, THE COST OF REPLACEMENT SERVICES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER IN CONTRACT, TORT, OR OTHERWISE.
16. Taxes and Fees. In the event Segra is assessed taxes, charges, or fees (hereinafter "Taxes") related to a Service being provided to Customer, Segra shall bill such Taxes to Customer in the manner and for the amount permitted by law. Taxes include, but are not limited to, federal, state or local sales, gross receipts, occupation, franchise, governmental assessments, regulatory charges, state and federal USF charges, excise, or other similar charges or fees that may be levied or imposed. Segra shall not bill to or otherwise attempt to collect from Customer any tax with respect to which Customer has provided Segra with a valid exemption certificate. Segra will charge a cost recovery fee of five percent (5%) of the total monthly recurring charges and nonrecurring charges for an applicable Service related to locates of facilities, right-of-way fees, or other costs associated with delivering the Services herein. For clarity, Taxes shall not include taxes on Segra's income.
17. Notice. All notices and communications concerning or relating to Services shall be in writing and addressed to Segra using the contact information listed below, and to Customer at the Notice Address set out on the first page this Service Order. If Customer's notice address information is not listed herein, the notice address shall be any address listed in a Service Order. Any notice or communication required or permitted to be given hereunder shall be in writing and may be delivered by hand, deposited with a nationally recognized overnight courier, sent by confirmed electronic mail, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving Party or to such other address as either Party may notify the other in writing from time to time. Such notice will be deemed to have been given as of the date given by hand or electronic confirmation, the second day after deposit with a nationally recognized overnight courier, or five (5) business days after it was mailed.

If to Segra:

Segra
 Attn: Legal Department
 120 W 12th St., Fl. 11
 Kansas City, MO 64105
 With a copy to: SegraLegal@SegraFiber.com

18. **Splicing.** In order to maintain the integrity of Segra's cable and network, Segra or a contractor operating under Segra's direction shall perform all splicing related to the Services. Any splicing not anticipated or accounted for at the time an applicable Service Order is executed ("Additional Splicing") shall be performed by Segra and Customer shall be responsible for the actual cost of splicing which shall include, but not be limited to, all necessary hardware, permitting, engineering, and installation labor. If Customer desires future expansion at splice points other than at the Points of Demarcation listed in a Service Order, then Customer must request such future expansion from Segra. Segra will grant requests in its sole discretion.
19. **Scheduled Maintenance and Emergency Maintenance.** Segra will conduct periodic maintenance of its network and Equipment ("Scheduled Maintenance"). Scheduled Maintenance of Segra's network will not normally result in a Service interruption or outage. However, in the event Scheduled Maintenance should require a Service interruption, Segra will exercise commercially reasonable efforts to perform routine maintenance between the hours of 12:00 AM and 6:00 AM, local time, to minimize any potential disruptive impact. Segra shall provide Customer with at least two (2) days' notice for non-emergency Scheduled Maintenance to be performed on Segra's network if Segra determines in its discretion that such maintenance may have a substantial likelihood of affecting the Services. If Segra's planned activity is canceled or delayed, Segra shall promptly notify Customer. Notwithstanding the preceding, Segra may perform maintenance at any time for purposes such as restoration of continuity to a severed or partially severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential jeopardy conditions that could affect the Services or Segra's network ("Emergency Maintenance").
20. **Force Majeure.** Segra shall not be in default with respect to any failure or delay in performing its obligations hereunder to the extent that such failure or delay is caused by acts of nature, fire, wars, revolution, civil commotion, acts of public enemy, pandemic, embargo, acts of government in its sovereign capacity, labor difficulties, strikes, slowdowns, picketing or boycotts, damage to fiber or facilities caused by a third party, delays caused by the inaction of utilities, pole owners, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items or any other circumstances beyond the reasonable control and not involving any fault or negligence of Segra (each, a "Force Majeure Event"). If a Force Majeure Event occurs, Segra shall be excused from performance under the applicable Service Order on a day-to-day basis during the continuance of such Force Majeure Event.
21. **Assignment.** Customer may not assign or otherwise transfer a Service, Service Order, or its rights or obligations without the prior written consent of Segra. Any attempted assignment in contravention of this provision shall be null and void. Segra may at any time, without consent but on written notice to the other Party, assign its rights and obligations under a Service Order, and these Terms and Conditions to (i) any Affiliate (as "Affiliate" is hereinafter defined), or (ii) a person, firm, corporation, partnership, association, trust or other entity which purchases all or substantially all of its assets used to deliver the Services whether via merger, sale, stock purchase, or other similar equity arrangement. Any assignment shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Segra shall have the right at any time, without the prior consent of Customer, to mortgage, pledge, or grant a security interest in Service Orders or any of Segra's system in connection with any borrowing or financing activity of Segra. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this section, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.
22. **Confidentiality.**
 - 22.1. **Confidential Information.** For the purposes hereof, "Confidential Information" shall include any and all information that Segra holds as confidential or proprietary, including, without limitation, (i) all technical information, including, without limitation, product data and specifications, know-how, formulae, software, source codes and other software information, processes, inventions, research projects, derivative works, and product development; (ii) all business information of or relating to Segra, including, without limitation, accounting and financial information, sales and marketing information, research, investment analyses, investment strategies and techniques, investment transactions and holdings, plans or strategies, processing, equipment designs, clients, personnel, know-how, data and material used or licensed by Segra, including computer software, programming, research, financial information and analyses and the like, and documentation relating thereto; (iii) Segra employee or customer information; (iv) Segra's confidential information disclosed to the other by third parties; (v) rates, terms, or other information relating to Services, and (vi) any information which a reasonable person would deem to be confidential. Customer shall not disclose any of Segra's Confidential Information to any third party or use any of Segra's Confidential Information for any purpose other than in connection with the receipt of Services hereunder. Customer will not use Segra's name or the name(s) of any Segra product(s) or service(s) publicly without Segra's prior written consent. Segra's Confidential Information shall remain its property and shall be either returned to Segra or destroyed promptly upon the termination of a Service Order or applicable Service. If Confidential Information is destroyed, Customer must certify to the destruction. Customer shall not appropriate Confidential Information for its benefit or the benefit of any third party.
23. **Obligation to Disclose.** Customer will promptly notify Segra if Customer receives a demand from a third party for Confidential Information and Customer shall not disclose the same to such third party without the prior written consent of Segra, except as required by law. If Customer believes that it is legally required to disclose any of the Discloser's Confidential Information, Customer will not disclose such Confidential Information until Customer has notified Segra and Segra shall be entitled to seek a protective order or other appropriate remedy. In the event that Customer is required by law to disclose any Confidential Information, Customer will furnish only the portion of the Confidential Information that is legally required and will exercise commercially reasonable efforts to obtain a protective order or other reliable assurance that the Confidential Information will be treated as confidential upon terms substantially the same as contained herein.
24. **Miscellaneous.**
 - 24.1. **Negotiated Agreement.** These Terms and Conditions and any related Service Order have been fully negotiated between and jointly drafted by Segra and Customer.
 - 24.2. **Product Discontinuance.** Segra shall have the right to terminate a Service Order or Service in its sole discretion upon ninety (90) days' prior notice to Customer if Segra elects to discontinue and no longer offer a given Service.
 - 24.3. **Document Precedence.** In the event of a conflict between the provisions of these Terms and Conditions and any related Service Order, the provisions of the applicable Service Order shall prevail.
 - 24.4. **No Third-Party Beneficiary.** It is agreed that no person or entity other than the Parties to this Agreement is or shall be entitled to bring any action to enforce any provision of this Agreement; and that the covenants, undertakings, and agreements contained herein shall be solely for the benefit of, and shall be enforceable only by, the Parties or their respective successors and permitted assigns.
 - 24.5. **Limited Effect of Waiver.** Any waiver or failure to enforce a provision of these Terms and Conditions or any Service Order shall not be construed as a general waiver or relinquishment of the provision.
 - 24.6. **Governing Law.** All terms shall be construed in accordance with the laws of the state of Missouri, without reference to its conflict of law provision. The obligations, rights, and remedies of the Parties hereunder shall be determined in accordance with such laws.
 - 24.7. **Exclusive Jurisdiction.** Any suit, action, or proceeding seeking to enforce any provision or based on any matter arising out of or in connection with these Terms and Conditions must be brought in the courts of Jackson County, Missouri. Each of the Parties hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives any objection which it may now or hereafter have. Without limiting the foregoing, each Party agrees that service of process in accordance with Section 17 shall be deemed effective service of process on such Party.
 - 24.8. **Severability.** Except as otherwise provided in this Agreement, Services provided by Segra set forth in each Service Order are severable, and upon termination of any individual Service with respect to any Service Order, other Services shall continue unaffected. Similarly, if any part or provision of this Agreement or provision of any Service Order or other document or writing made pursuant to this Agreement shall be held invalid or unenforceable under applicable law, said part or provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts or provisions of this Agreement. Furthermore, the Parties hereby agree to negotiate in good faith with respect to any such invalid or unenforceable provision to the extent necessary to render the Agreement valid and enforceable.
 - 24.9. **Integration.** This document constitutes the entire and final agreement and understanding between Segra and Customer with respect to the subject matter hereof and may be supplemented with additional provisions as listed or described within a Service Order.

- 24.10. Amendment. These Terms and Conditions and any Service Order may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Segra and Customer.
- 24.11. Acceptable Use and Privacy Policy. Customer represents and warrants that it shall comply with all relevant laws pertaining to the Services and Customer's use thereof. Customer further represents and warrants that at all times Customer shall conform its use of the Service to the Segra Acceptable Use Policy and the Segra Privacy Policy, current copies of which are available at <https://www.segra.com/legal/>.

Request for Proposal for Services Contract In-Line Responses

Please refer to Segra's completed, signed, and initialed in-line responses to the State of Nebraska's RFP on the following pages.

**State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR SERVICES CONTRACT**

SOLICITATION NUMBER	RELEASE DATE
124043 O5	December 18, 2025
OPENING DATE AND TIME	PROCUREMENT CONTACT
January 23, 2026, 2:00 p.m. Central Time	Kelly Rowlands, PCO & Bryon Bratt, Back-up PCO

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a service contract for the purpose of selecting a qualified bidder to provide High-Speed Transport Services for Network Nebraska. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be four (4) years commencing upon execution of the contract by the State and the Vendor (Parties). The Contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional Vendors to supply the solicited services, this solicitation may be used to procure the solicited services for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the bidder's solicitation response was evaluated, and 3) the bidder will honor the bidder's original solicitation response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:
<https://das.nebraska.gov/materiel/bidopps.html>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the Solicitation, and the awarded solicitation response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> and https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all responses received regarding this Solicitation will be posted to the State Purchasing Bureau's public website.

These postings will include the entire solicitation response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE SOLICITATION IS PROPRIETARY. COST SHEETS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

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

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

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

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GLOSSARY OF TERMS

802.1ad: Is an Ethernet networking standard informally known as IEEE 802.1QinQ and is an amendment to IEEE standard IEEE 802.1Q-1998. The technique is also known as provider bridging, Stacked VLANs or simply QinQ or Q-in-Q. The original 802.1Q specification allows a single VLAN header to be inserted into an Ethernet frame. QinQ allows multiple VLAN headers to be inserted into a single frame, an essential capability for implementing Metro Ethernet network topologies. Just as QinQ extends 802.1Q, QinQ itself is extended by other Metro Ethernet protocols.

802.1p: IEEE P802.1p is the name of a task group active during 1995–98 responsible for adding traffic class expediting and dynamic multicast filtering to the IEEE 802.1D standard. The QoS technique developed by the working group, also known as class of service (CoS), is a 3-bit field called the Priority Code Point (PCP) within an Ethernet frame header when using VLAN tagged frames as defined by IEEE 802.1Q.

802.1Q: Is the networking standard that supports Virtual LANs (VLANs) on an Ethernet network. The standard defines a system of VLAN tagging for Ethernet frames and the accompanying procedures to be used by bridges and switches in handling such frames. The standard also contains provisions for the quality of service prioritization scheme commonly known as IEEE 802.1p.

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

Addendum: A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award)

Agency: All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

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

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

Amendment: A written correction or alteration to a document

Appropriation: Legislative authorization to expend public funds for a specific purpose; money set apart for a specific use

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

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

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

Bid: See Solicitation Response

Bid Opening: The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend

Bidder: A Vendor who submits a Solicitation Response

Billed Entity Applicant Reimbursement (BEAR) FCC Form 472: The form filed by the applicant and approved by the service provider after the telecommunications services have been paid in full.

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

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

Business Day: Any weekday, except State-recognized holidays

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

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

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

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

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

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

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

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

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

Confidential Information: See Proprietary Information

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

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

Contract Award: Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements of the State Procurement Act

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

Contract Period: The duration of the contract

Contractor: See Vendor

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

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

Cost Sheet: A required document that is completed by the vendor in the prescribed format to show the vendor's pricing to provide the commodities or perform the services requested.

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

Customer-premises equipment or customer-provided equipment (CPE): is any terminal and associated equipment located at a subscriber's premises and connected with a carrier's telecommunication channel(s) at the demarcation point ("demarc").

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those commodities or services provided by a Vendor

Customer VLAN (C-VLAN): refers to the VLANs used by customers within their own networks. It allows customers to manage their internal VLANs and segment their internal network traffic.

Default: The omission or failure to perform a contractual duty

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

Education Entity: Education entity, for the purposes of this RFP, is defined by N.R.S. 79-1201.01 (3) as a school district, a private, denominational, or parochial school, an educational service unit, a community college, a state college, the University of Nebraska, or a nonprofit private postsecondary educational institution.

E-rate: The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access.

ESU: Educational Service Unit, one of 17 intermediate service agencies in Nebraska, serving K-12 school districts.

Ethernet: A family of computer networking technologies commonly used to interconnect local area networks (LANs), metropolitan area networks (MANs), and wide area networks (WANs) to each other and to the Internet using a common protocol.

Ethernet Frame: A data packet on an Ethernet link is called an Ethernet frame. See also http://en.wikipedia.org/wiki/Ethernet_frame.

Ethernet Hand-off: A standard Ethernet handoff to the facility means there is no need for CSU/DSU and protocol conversion equipment. The connection to the customer is a copper or fiber connection that connects directly to the customer's Ethernet-based equipment and supports Ethernet Frame transmission between the provider and the customer.

Ethernet Local Area Network (ELAN): A full mesh circuit topology, one VLAN or service label is used for all circuits in the carrier's network.

Ethernet Private Line (EPL): A point-to-point circuit topology, may or may not use a VLAN.

Ethernet Virtual Private Line (EVPL): A hub and spoke circuit topology, each circuit delivered with a VLAN tag to one NNI; every circuit is an isolated broadcast domain.

Ethernet Virtual Private Network (EVPN): providing Ethernet multipoint services over an IP or IP/MPLS backbone network. It's an overlay solution for connecting dispersed sites like branch offices by a layer 2 virtual bridge, offering logical separation between customers using shared network resources.

Evaluation: The process of examining a solicitation response after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the solicitation response that relate to determination of the successful award

Evaluation Committee: Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses

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

Federal Universal Service Fund (USF): A variable surcharge ranging between 15% and 20% levied against interstate telecommunications services as authorized by the Federal Communications Commission in 1997.

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

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

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

Goods: See Commodities

Installation Date: The date when the procedures described in “Installation by Vendor” and “Installation by State” as found in the solicitation or contract are completed

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

ITU-T: Telecommunication Standardization Sector of the International Telecommunications Union

ITU-T Y.156sam: Ethernet Service Activation Test Methodology, a draft recommendation under study by the ITU-T. A draft recommendation tailored more toward service activation than the RFC 2544 benchmark testing methodology.

Last mile Carrier: The common colloquialism referring to the provider that connects the portion of the telecommunications network that physically reaches the end-user's / customer's premises.

Late Solicitation Response: A solicitation response received after the Opening Date and Time

Latency: The round-trip delay time in sending a packet from source to destination and from destination back to its source, often measured in milliseconds.

Layer 2: In the seven-layer OSI model of computer networking, the data link layer is layer 2. The data link layer provides the functional and procedural means to transfer data.

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

Link Aggregation Control Protocol (LACP): is an IEEE standard that allows multiple Ethernet links to be combined into a single logical link, enhancing bandwidth and providing redundancy.

Mandatory: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

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

Multiprotocol Label Switching (MPLS): is a routing technique in telecommunications networks that directs data from one node to the next based on labels rather than network addresses

Must: See Shall

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

Nebraska Universal Service Fund (NUSF): A surcharge of approximately 6.95% levied against intrastate telecommunications services as authorized by Neb. Rev. Stat. 86-1401 to 86-1410.

Network Nebraska: The Nebraska statewide telecommunications network is comprised of over 290 educational entities from K-12 and higher education, public and private, and some public libraries and municipalities.

Network to Network Interface (NNI): A connection between a carrier and Network Nebraska, used to deliver multiple circuits or services, with each on their own VLAN.

Non-core: See Catalog

Non-Responsive Solicitation Response: Any solicitation response that does not comply with the requirements of the solicitation or cannot be evaluated against the other solicitation responses

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

Opening Date and Time: Specified date and time for the opening of received, labeled, and sealed formal solicitation responses

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

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

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

Packet: A packet is a formatted unit of data carried by a communication network. It consists of two kinds of data: control information and user data (also known as payload). The control information provides data the network needs to deliver the user data, for example: source and destination addresses, error detection codes like checksums, and sequencing information.

Payload: Is the cargo of a data transmission. It is the part of the transmitted data, which is the fundamental purpose of the transmission, to the exclusion of information sent with it (such as headers or metadata, sometimes referred to as overhead data) solely to facilitate delivery.

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

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

Personal Property: See Commodities

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

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

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

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

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

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

Proposal: See Solicitation Response

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

Protest/Grievance:

A complaint about a governmental action or decision related to the solicitation or resultant contract under SPB's Protest Policy.

Q-in-Q Tunneling: 802.1Q tunneling enables service providers to use a single VLAN to support customers who have multiple VLANs, while preserving customer VLAN IDs and keeping traffic in different customer VLANs segregated.

Quality of Service (QoS): Quality of service is the ability to provide different priority to different applications, users, or data flows, or to guarantee a certain level of performance to a data flow.

Quote: See Solicitation Response

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent used by the State as recommended by the Vendor

Release Date: The date of public release of the solicitation

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

Request for Proposal (RFP): See Solicitation

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

Responsive Bidder: A Vendor who has submitted a solicitation response which conforms to all requirements of the solicitation

RFC-2544: IETF RFC defines Benchmarking Methodology for Network Interconnect Devices. See also <https://datatracker.ietf.org/doc/html/rfc2544>

SD-WAN: Is an acronym for software-defined networking in a wide area network. SD-WAN simplifies the management and operation of a WAN by decoupling the networking hardware from its control mechanism.

Service Provider Invoice (SPI) FCC Form 474: The form filed by the service provider after the applicant has been billed for the non-discount portion of the cost of eligible services.

Service Provider Identification Number (SPIN): Assigned by the Universal Service Administrative Company and is unique to each telecommunications provider.

Shall: An order/command; mandatory

Should: Expected; suggested, but not necessarily mandatory

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

Solicitation: A formal invitation to receive quotes in the form of a Request for Proposal or Invitation to Bid

Solicitation Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Vendor will not withdraw the solicitation response

Solicitation Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

Solicitation Response: An offer, quote, bid, or proposal submitted by a Vendor in response to a Solicitation

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

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

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

Termination:

Occurs when either Party, under a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives

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

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

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

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

User Network Interface (UNI): A connection between a carrier and Network Nebraska, used to deliver one circuit/VLAN/service.

Vendor: An individual or entity lawfully conducting business with the State, or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract

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

Wide Area Network (WAN): Unless otherwise specified, WAN refers to a high-bandwidth (e.g., >100Mbps) wide area data network using IP communication and routing protocols for the purposes of interconnecting numerous Local Area Networks (LANs)

Will: See Shall

Work Day: See Business Day

ACRONYM LIST

ACH – Automated Clearing House

ARO – After Receipt of Order

BAFO – Best and Final Offer

COI – Certificate of Insurance

CPU – Central Processing Unit

DAS – Department of Administrative Services

ELAN – Ethernet Local Area Network

EVPL – Ethernet Virtual Private Line

FCC – Federal Communications Commission

F.O.B. – Free on Board

ICT – Information and Communication Technology

ITB – Invitation to Bid

LACP – Link Aggregation Control Protocol

MPLS – Multiprotocol Label Switching

MRC – Monthly recurring charge

NNI- Network-to-Network interface

NOC – Network Operations Center

NON-CPE - Non-Customer Premises Equipment

NIGP – National Institute for Governmental Purchasing

NRC- Non-recurring charge.

OCIO- Office of the Chief Information Officer, an agency of the State of Nebraska

OTDR – Optical Time-Domain Reflectometer

PA – Participating Addendum

QinQ - Q-in-Q (802.1ad VLAN Stacking)

QoS- Quality of Service

RFP – Request for Proposal

S-VLANS – Service VLANs

SPB – State Purchasing Bureau

UPS - Uninterruptible Power Supply

USF- Universal Service Fund

USAC – Universal Service Administrative Co.

VLAN – Virtual Local Area Network

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing High-Speed Transport Services for Network Nebraska at a competitive and reasonable cost.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

RFP Number: 124043 O5
Name: Kelly Rowlands, Procurement Contracts Officer
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500
E-Mail: as.materiel purchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

NOTE: All ShareFile links in the Schedule of Events below, are unique links for each schedule step. Please click the correct link for the upload step you are requesting.

Schedule of Events		
ACTIVITY		DATE/TIME
1.	Release solicitation	December 18, 2025
2.	Last day to submit written questions. ShareFile link for uploading questions: https://nebraska.sharefile.com/r-rb11c3fb1f3cc46d39f7b62f4b15570a4	January 2, 2026
3.	State responds to written questions through a solicitation "Addendum" to be posted to the Internet at: http://das.nebraska.gov/materiel/bidopps.html	January 15, 2026
4.	<p>Electronic Solicitation Opening – Online Via Webex</p> <p>IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.</p> <p>ShareFile Electronic Solicitation Submission Link: https://nebraska.sharefile.com/r-r4682027b5cca40169b2f73cd916c2d26</p> <p>Join Webex Meeting Webinar topic: 124043 O5 ERate 2026 Bid Opening</p> <p>Date and time: Friday, January 23, 2026 2:00 PM (UTC-06:00) Central Time (US & Canada)</p> <p>Join link: https://sonvideo.webex.com/sonvideo/j.php?MTID=m3beb4cb9f91edeab24b763cc7e83829e</p> <p>Webinar number: 2495 176 0449</p> <p>Webinar password: m8UhHmn3H4A (68844663 when dialing from a phone or video system)</p> <p>Join by phone +1-408-418-9388 United States Toll</p> <p>Access code: 249 517 60449</p>	January 23, 2026, 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	January 23, 2026-January 29, 2026
6.	Evaluation period	January 30, 2026-February 13, 2026
7.	Post "Intent to Award" to the Internet at: https://das.nebraska.gov/materiel/bidopps.html	February 20, 2026
8.	Contract finalization period	February 23, 2026- February 27, 2026
9.	Contract award	March 9, 2026
10.	Contract start date	July 1, 2026

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to the State Purchasing Bureau and clearly marked "Solicitation Number 124043 O5; High-Speed Transport Service Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should submit questions for any items upon which assumptions may be made when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by the State. Solicitation responses will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the ShareFile link provided in the solicitation Schedule of Events, Section I.C. It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at <https://das.nebraska.gov/materiel/bidopps.html> per the Schedule of Events.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable)

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at:

<https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf> This should be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject solicitation responses, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is not limited to:

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

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

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

G. DEVIATIONS FROM THE SOLICITATION

The requirements contained in the solicitation (Sections II through V) become a part of the terms and conditions of the contract resulting from this solicitation. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State will not accept any proposed deviations to the solicitation.

H. SUBMISSION OF SOLICITATION RESPONSES

The State is only accepting electronic responses submitted in accordance with this solicitation. The State will not accept solicitation responses by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

Pages may be consecutively numbered for the entire solicitation response or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

It is the bidder's responsibility to ensure the solicitation response is received electronically by the date and time indicated in the Schedule of Events. Solicitation Responses must be submitted via ShareFile by the date and time of the opening per the Schedule of Events. No late solicitation responses will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/materiel/bidopps.html>.

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

The ShareFile link for uploading Solicitation Response(s) is provided in the Schedule of Events, Section I.C.

*****UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS THAT CAN ONLY BE ACCESSED WITH A PASSWORD*****

1. Bidders must submit responses via ShareFile using the solicitation submission link.

Note: Not all browsers are compatible with ShareFile. Currently, Google Chrome, Internet Explorer, Microsoft Edge, Safari, and Firefox are compatible. After the bidder clicks the solicitation response submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

ShareFile link for uploading solicitation response(s) provided in the Schedule of Events, Section I.C.

- a. The Solicitation response and Proprietary information should be uploaded as separate and distinct files.
 - i. If duplicated responses are submitted, the State will retain only the most recently submitted response.
 - ii. If it is the bidder's intent to submit multiple responses, the bidder must clearly identify the separate submissions.
 - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late responses will be accepted.

- b. **ELECTRONIC SOLICITATION RESPONSE FILE NAMES**
The bidder should clearly identify the uploaded solicitation response files. To assist in identification, the bidder should use the following naming convention:
 - i. 124043 O5 Company Name
If multiple files are submitted for one solicitation response, add the number of files to the file names:
124043 O5 Company Name File 1 of 2
124043 O5 Company Name File 2 of 2
 - ii. If multiple responses are submitted for the same solicitation, add the response number to the file names:
124043 O5 Company Name Response 1 File 1 of 2

The "Contractual Agreement Form" must be signed manually in ink or by DocuSign and returned by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation, in order for the bidder's solicitation response to be evaluated.

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

I. SOLICITATION PREPARATION COSTS

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

J. FAILURE TO COMPLY WITH SOLICITATION

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

1. Rejection of a bidder's solicitation response,
2. Withdrawal of the Intent to Award,
3. Withdrawal of the Award,
4. Negative documentation regarding Vendor Performance,
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension or Debarment of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation. Such period is to be within the sole discretion of the State.

K. SOLICITATION RESPONSE CORRECTIONS

A bidder may correct a mistake in an electronically submitted solicitation response prior to the time of opening by uploading a revised and completed solicitation response.

1. If a corrected electronic solicitation response is submitted, the file name(s), date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:
 - a. Corrected 124043 O5 Company Name Response #1 File 1 of 2,
 - b. Corrected 124043 O5 Company Name Response #2 File 2 of 2, etc.

Changing a solicitation response after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

L. LATE SOLICITATION RESPONSES

Solicitation Responses received after the time and date of the opening will be considered late responses. Late responses will be considered non-responsive. The State is not responsible for responses that are late or lost, regardless of cause or fault.

M. BID OPENING

The opening will consist of opening solicitation responses and announcing the names of bidders. Responses **WILL NOT** be available for viewing by those present at the opening. Responses will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Once responses are opened, they become the property of the State of Nebraska and will not be returned.

N. SOLICITATION REQUIREMENTS

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

1. Original Contractual Agreement Form signed manually in ink or by DocuSign;
2. Clarity and responsiveness;
3. Completed Sections II through V; and
4. Completed Cost Sheet.

O. EVALUATION COMMITTEE

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

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

P. EVALUATION OF SOLICITATION RESPONSES

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

1. Cost Sheet.

Neb. Rev. Stat. § 73-808 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitive solicitations in determining a responsible bidder. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice (See Terms & Conditions, Section II.H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

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

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

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

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

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

Q. BEST AND FINAL OFFER

Each bidder should provide its best offer with their original solicitation response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Sheet and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire solicitation response. BAFOs may be scored and ranked by the Evaluation Committee.

R. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a solicitation response, the bidder grants to the

State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a solicitation response, withdraw an intent to award, or rescind the award of a contract.

S. AWARD

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

1. Amend the solicitation;
2. Extend the date and time of a solicitation;
3. Waive deviations or errors in the State's solicitation process and in bidder responses that are not material, do not compromise the solicitation process or a bidder's response, and do not improve a Vendor's competitive position;
4. Accept or reject a portion of or all of a solicitation response;
5. Accept or reject all responses;
6. Withdraw the solicitation;
7. Elect to re-release the solicitation;
8. Award single lines or multiple lines to one or more Vendors; or,
9. Award one or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price,
2. Location,
3. Quality,
4. Delivery time,
5. Bidder qualifications and capabilities,
6. State contract management requirements and/or costs

The solicitation does not commit the State to award a contract. Once the intent to award decision has been determined, it will be posted to the Internet at: <https://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: https://das.nebraska.gov/materiel/docs/NE_DAS_Materiel_Purchasing_Agency-SPB_Policy_23_07_Protest_Policy.pdf

T. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES

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 response on an "all or none" or "lump sum" basis, but should also submit a response on an item-by-item basis. The term "all or none" means a conditional response which requires the purchase of all items on which responses are offered and bidder declines to accept award on individual items; a "lump sum" response is one in which the bidder offers a lower price than the sum of the individual responses if all items are purchased but agrees to deliver individual items at the prices quoted.

"LUMP SUM" OR "ALL OR NONE" RESPONSES SHOULD BE CLEARLY IDENTIFIED ON THE FIRST PAGE OF THE SOLICITATION AND COST SHEET (IF APPLICABLE)

U. REJECTION OF SOLICITATION RESPONSES

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

V. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Sections III.F. and III.G. The State reserves the right to review all aspects of cost for reasonableness and realism as those terms are defined in (Neb. Rev. Stat. § 73-810 (1) (a) and (b) The State may request clarification of any solicitation where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required. Under Neb. Rev. Stat. § 73-810 (2), the State may reject a bid if the price is not reasonable or realistic.

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial in the table below to acknowledge and accept all Terms and Conditions within the solicitation section as written.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Initial	Bidder hereby acknowledges and accepts all Terms and Conditions within the solicitation section as written.
	

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider the incorporation of any document not submitted with the solicitation response as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

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

A. GENERAL

1. The contract resulting from this Solicitation shall incorporate the following documents:
 - a. Solicitation, including any attachments and addenda;
 - b. Questions and Answers;
 - c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
 - d. Addendum to Contract Award (if applicable); and
 - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future 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 the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

C. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer Representative's authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK & SUSPENSION OF SERVICES

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Vendor. The Vendor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reason of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

*****Vendor will not substitute any item that has been awarded without prior written approval of SPB*****

H. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

I. NOTICE OF POTENTIAL VENDOR BREACH

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion, considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

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

K. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

1. GENERAL

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Vendor has indemnified the State, the Vendor shall, at the Vendor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this Solicitation.

3. PERSONNEL

The Vendor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, workers' compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractors and their employees, provided by the Vendor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law, and accepts liability under this agreement only to the extent provided by law.

N. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

S. EARLY TERMINATION

The contract may be terminated as follows:

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

T. CONTRACT CLOSEOUT

Upon termination of the contract for any reason, the Vendor shall, within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,

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

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

U. AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

V. LIQUIDATED DAMAGES

Failure to meet the dates for the deliverables as specified in Section II.F. Project Requirements and Section V.L. Service Level Guarantees may result in an assessment of liquidated damages due to the state equal to the difference between newly contracted monthly costs of the circuit or service being replaced, and any costs incurred as a result of loss of E-Rate eligibility until the deliverables are approved. Vendor will be notified in writing when liquidated damages will commence.

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial in the table below to acknowledge and accept all Vendor Duties within the solicitation section as written.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Initial	Bidder hereby acknowledges and accepts all Vendor Duties within the solicitation section as written.
	

A. INDEPENDENT VENDOR / OBLIGATIONS

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor's representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder's solicitation response shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor, respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including, without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee.

Vendor shall ensure that the terms and conditions contained in any contract with a subcontractor do not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

E. COOPERATION WITH OTHER VENDORS

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on same or different projects. The Vendor shall agree to cooperate with such other Vendors or individuals and shall not commit or permit any act that may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

F. 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 solicitation response. 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.

G. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. 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.

Vendor's monthly recurring price for the services provided, as shown in the Cost Proposal-Appendix A, shall remain fixed and valid commencing on the opening date of the proposal through the duration of the contract and shall be invoiced along with the applicable fees, surcharges, and taxes each month

ANY PROPOSAL LANGUAGE OR EXCEPTION SUBMITTED THAT SUGGESTS VARIABILITY IN PRICING OF THE MONTHLY RECURRING CHARGES (MRC) FOR SERVICES OVER THE LIFE OF THE TERM OF THE CONTRACT MAY BE CONSIDERED A NON-RESPONSIVE PROPOSAL AND WILL BE REJECTED. THE STATE UNDERSTANDS THAT MRCs ARE NOT INCLUSIVE OF TAXES, FEES AND SURCHARGES, AND THAT TAXES, FEES, AND SURCHARGES ARE SUBJECT TO CHANGE. THE STATE FURTHER UNDERSTANDS THAT CONSTRUCTION, INSTALLATION, AND OTHER NON-SERVICE CHARGES THAT ARE AMORTIZED AS MONTHLY RECURRING CHARGES ARE NOT CONSIDERED MONTHLY RECURRING CHARGES FOR SERVICES.

MRC for services shall be invoiced in accordance with the original cost sheet. No invoice for MRCs for services shall exceed the price contained in the Vendor's original Cost Proposal.

Vendor represents and warrants that all prices for services, now or subsequently specified as part of the Contract, are lower than or equal to the prices that the Vendor currently charges or in good faith intends to charge other customers within the State of Nebraska (excluding Federal Agencies, Federal Institutions, and sales under the Federal Communications Commission's E-Rate Program and Rural Health Care Programs), that purchase the same service provided under the Contract and at the same or less volumes (but only comparing against similar service order term periods) as provided under the Contract, for delivery or performance during the same periods of time (such other customer of Vendor is referred to herein as a "Qualifying Comparison Customer" each year, on or about the anniversary date of the commencement of the Contract, Vendor shall conduct an analysis to review sales of services to Qualifying Comparison Customers over the prior year (if any), to determine if Vendor has charged a Qualifying Comparison Customer a monthly recurring charge for a particular service that is less than that which Vendor charges for the same service under the Contract; and if it has, Vendor shall notify the State and reduce the corresponding monthly recurring charge for the service chargeable under the Contract to equal that charged to the Qualifying Comparison Customer, with such modified rate taking effect in the full billing cycle following completion of Vendor's analysis. For the avoidance of doubt, customers who (i) purchase services from Vendor in both other states and within the State of Nebraska, (ii) receive a bundled rate, and/or (iii) receive promotional rates/discounts under promotional programs, shall not be Qualifying Comparison Customers. With respect to the Vendor's sale of services under the Federal Communications Commission's E-Rate Program, Vendor shall at all times comply with the Lowest Corresponding Rate rules under that program.

Vendor also represents and warrants that all prices set forth in the contract and all prices in addition, that the Vendor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Vendor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

H. PERMITS, REGULATIONS, LAWS

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

J. INSURANCE REQUIREMENTS

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Vendor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Vendor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Vendor to provide a COI or require subcontractor insurance, shall not limit, relieve, or decrease the liability of the Vendor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within (1) year of termination or expiration of the contract, the Vendor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and (1) year following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an **occurrence basis** and provide Premises/Operations, Products/Completed Operations, Independent Vendors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI**

shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
VENDOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

124043 O5
 State Purchasing Bureau
 Attn: Kelly Rowlands
 1526 K Street, Suite 130
 Lincoln, NE 68508
As.materieipurchasing@nebraska.gov

These certificates or the cover sheet shall reference the solicitation number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of

coverage afforded. If the State is damaged by the failure of the Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Vendor.

K. ANTITRUST

The Vendor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

L. CONFLICT OF INTEREST

By submitting a solicitation response, the vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that Vendor will not employ any individual known by Vendor to have a conflict of interest nor shall Vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, the vendor shall provide, with its solicitation response, a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan, and either approve or reject as part of the overall solicitation response evaluation.

M. STATE PROPERTY

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

N. SITE RULES AND REGULATIONS

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

O. ADVERTISING

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

P. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 below and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by

complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.

3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

Q. DISASTER RECOVERY/BACKUP PLAN

The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to, equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

R. DRUG POLICY

Vendor certifies it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug-free workplace policy at any time upon request by the State.

S. WARRANTY

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

T. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial in the table below to acknowledge and accept all Payment clauses within the solicitation section as written.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Initial	Bidder hereby acknowledges and accepts all Payment clauses within the solicitation section as written.
	

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)
 Pursuant to Neb. Rev. Stat. § 81-2403, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

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

C. INVOICES
 Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Vendor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

If the Vendor traditionally includes itemization of applicable taxes and fees (e.g. Nebraska Universal Service Fund) on the monthly invoices, the Vendor must be reminded that the total monthly costs on auto-generated invoices must exactly match the costs as itemized in the bidder’s Cost Sheet.

The State will provide detailed billing instructions for each order as placed. In some cases, the billed entity will be a consolidated billing to the State in an electronic or print format. For E-rate eligible entities, the Vendor may be instructed to bill each entity directly to ensure that appropriate E-rate processing can be accomplished. The Vendor must comply with all applicable E-rate requirements. The State may request a copy or summary of billings to other entities. Billings for the Individual Sites High Speed WAN must comply with the following specific requirements:

1. Eligible participants must file contract orders for equipment or services under this section that specifies the number and location of sites.
2. The billing to all eligible participants in a region for services under this section must reflect a cost per Individual location.

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

The Vendor must provide notice and the following required documents to noc@nebraska.edu upon completion (see Acceptance). Required documents shall be in PDF format unless otherwise noted. Required documents include:

1. If dark fiber, OTDR test results and geographic depiction of fiber path as a .KMZ,
2. If lit circuit, RFC-2544/ITU-T Y.1564 test results,
3. And if commodity/SD-WAN, RFC-2544/ITU-T Y.1564 test results and speed test results.

A designated State official will evaluate and provide notice of acceptance or if further work needed, to the Vendor within 15 business days.

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

E. PAYMENT (Nonnegotiable)

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

F. LATE PAYMENT (Nonnegotiable)

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

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

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this Solicitation.

A. INTRODUCTION

The Bidder should carefully read, review, and respond with the information requested, section-by-section, in response to this RFP.

The objective of this RFP is to update and expand the statewide network that is currently in place to serve the eligible entities of Network Nebraska as defined by Neb. Rev. Stat. 86-5,100 and 79-1201.01(3). Network Nebraska is defined

in Neb. Rev. Stat. 86-5,100 (LB1208, 2006). “Network Nebraska shall consist of contractual agreements with providers to meet the demand of state agencies, local governments, and educational entities. Such network shall provide access to a reliable and affordable infrastructure capable of carrying a spectrum of services and applications, including distance education across the state. Participation in Network Nebraska shall not be required for any educational entity. The Chief Information Officer shall aggregate demand for those state agencies and educational entities choosing to participate and shall reduce costs for participants whenever feasible.”

Network Nebraska has grown to include 294 separate entities, and serves 99.6% of public-school districts, 100% of Educational Service Units, 100% of public colleges and universities, 54% of private colleges, 20% of private K-12 schools, and several public libraries and municipalities. Network Nebraska is jointly managed by the State of Nebraska Office of the CIO, in partnership with the University of Nebraska.

Network Nebraska is comprised of a seven-segment statewide backbone, six major aggregation points, and over 300 fiber Ethernet circuits, either directly handed off to Network Nebraska equipment at the aggregation points, or sub-aggregated at Educational Service Units. The Office of the CIO, on behalf of Network Nebraska, purchases three sources of commodity internet and two sources of commercial peering. The Network Nebraska participants may purchase their fiber Ethernet circuits either through the state contracts resulting from this and other State RFPs, or by using a local or regional procurement.

The State of Nebraska bids these services on behalf of numerous E-Rate eligible education entities and some non-E-Rate eligible entities across the State. Each E-Rate eligible entity must be allowed a reasonable duration to hold a public meeting of its administrative board to approve its purchase from the resulting state contract(s) and to file its E-Rate Form 471 prior to the national E-Rate deadline for that contract year and each succeeding year to be established by the USAC. Once Intents to Award have been announced by the State, each vendor must work expeditiously toward a signed contract to allow enough time for the local approval process. Failure to reach a signed contract with the State prior to March 1 of the contract year may risk negation of purchases for that performance year. In the event that March 1 falls on a non-working day, signed contracts need to be reached by the next business day immediately following March 1.

Bid cost data will be accepted through one (1) appendix:

1. Appendix A: Ethernet leased lit fiber circuits for E-Rate eligible entities and non-E-Rate eligible entities connected to Network Nebraska aggregation points

B. E-RATE

The originating FCC Form 470 for this RFP can be found at <https://portal.usac.org/suite> and searching “Records > FCC Forms 470 > Funding Year 4> Nebraska > BEN 225870.

Each Bidder must have a Service Provider’s Form 498 I.D. # (formerly SPIN) from the Universal Service Administrative Company (USAC) and be eligible to participate in the Universal Service Fund discount program for telecommunications services provided to the E-Rate eligible entities for the life of the contract and all applicable renewals. 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, file, and continually keep current all carrier documents and reports required for the eligible entities to receive the benefit of such discounts and credits. The Bidder’s Service Provider’s Form 498 I.D. # (formerly SPIN) issued to bidder by the Universal Service Administrative Company shall be included in the responding bid.

As required by the Federal Communications Commission (FCC), providers of eligible services must comply with the Lowest Corresponding Price (LCP) rule:

1. **47 CFR § 54.500(f)**
Lowest Corresponding Price (LCP) 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 is seeking to serve customers with any of its E-Rate services.)
2. **47 CFR § 54.511(b)**
Providers of eligible services 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: An applicant may choose its method of invoicing; the service provider cannot force applicants to use a particular method.

As required by USAC policy, the vendor must retain documents from the bidding process through ten (10) years past the last date of service. Documents shall 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 downtime, and any other document retention required by the FCC. The Bidder shall provide the following information in response to this RFP and must provide prior to contract award.

Service Provider's Form 498 I.D. # (formerly SPIN): 143029868

C. NETWORK TOPOLOGY

Appendix A sites involve Ethernet connectivity from Network Nebraska participant locations to one or more of the listed core aggregation locations (below). An award will be made for each participant location to a single core aggregation location based on lowest cost. If bid pricing is identical to two or more aggregation locations and is awarded, the specific aggregation location will be decided by the Network Nebraska engineers and communicated to the vendor(s) during the project implementation phase.

1. Omaha—Peter Kiewit Institute, 1110 S. 67th Street
2. Omaha-1623 Farnam LLC, 1623 Farnam Street
3. Lincoln-Nebraska Hall, 901 N. 17th Street
4. Norfolk - Northeast Community College, 801 E Benjamin Avenue
5. Grand Island-College Park, 3180 W. Hwy 34
6. Kearney-UNMC Health Sciences Education Complex, 2402 University Drive (this co-location site is not accepting additional provider equipment; only replacements for existing equipment will be allowed)
7. Scottsbluff-Panhandle Research Center, 4502 Avenue I

An award will be made for each circuit in Appendix A based on lowest overall cost over the 48-month initial contract term.

IMPORTANT NOTES:

8. Most services listed above will be offered to Schools and Libraries and therefore must meet E-Rate guidelines for eligible services, products, service providers and contracts.
9. All State agencies, the University of Nebraska, political subdivisions and other “eligible participants” will be allowed to purchase off the resulting contract(s).
10. There is no guarantee that any or all the institutions listed will purchase any or all of the services requested in this RFP.
11. Circuit topology must be stated on all bids on Appendix A unless specified in the appendix
12. Network Nebraska’s preferred circuit topology is an EVPL terminating to an existing, or new, NNI.
13. Any changes to an existing ELAN circuit will require it to be reprovisioned to an EVPL.
14. Network Nebraska’s seven (7) core aggregation points have specific handoff locations:
 - a. Peter Kiewit Institute
University of Nebraska – Omaha
1110 South 67th Street, Room 166
Omaha, NE 68182-0694
(This location has a building supplied UPS and generator.)
 - b. 1623 Farnam, LLC.
1623 Farnam Street, Suite 500
Omaha, NE 68102
(This location has a building supplied UPS and generator.)

- c. University of Nebraska Data Center
Nebraska Hall Room 230
901 North 17th Street
Lincoln, NE 68588-0521
(This location has a building supplied UPS and generator.)
- d. Northeast Community College
Union 73
801 East Benjamin Avenue, Room 283
Norfolk, NE 68701-6831
(This location has a building supplied UPS and generator.)
- e. College Park
3180 W Hwy 34. Room 208.5
Grand Island, NE 68801-7279
(This location has a building supplied generator.)
- f. UNMC Health Sciences Education Complex
2402 University Drive, Room 113
Kearney, NE 68845
(This co-location site has limited space available for new provider equipment.)
(This location has a building supplied UPS and generator.)
- g. Panhandle Research and Extension Center
4502 Avenue I, Electrical/IT Closet
Scottsbluff, NE 69361-4939
(This location has a building supplied UPS and generator. Due to limited space, if an order requires additional equipment, the carrier may need to groom existing circuits to the new equipment.)

Initial
MA

Bidder has read and agrees to comply

D. PROJECT OVERVIEW

The objective of this RFP is to identify Vendor(s) who will design, develop, and implement high-speed data connectivity that will meet the current and future telecommunications needs of eligible participants over the term of the contract. Each Bidder will provide cost-effective, scalable, and flexible high-speed data transport services that can connect eligible entities listed in Appendix A to Network Nebraska. The Bidder may bid on one, some, or all of the eligible entities listed in Appendix A.

Each site/service will be reviewed individually. When bidding Appendix A locations, the Bidder must bid all costs to provide connectivity from the entity listed to at least one of the Network Nebraska aggregation points listed at the top of the Cost Proposal.

The Bidder will include transport from the identified location with connectivity through the carriers' cloud and ending at one of the identified aggregation locations. Connectivity back to the aggregation location must have the capacity to support all eligible entities' bid transmitting at full capacity at any given time; oversubscription is not permitted. A ten (10) Gigabit Ethernet interface physical hand-off is required as a minimum for the connection at the identified aggregation locations. Building with LACP is preferred. The cost for connectivity back to the Network Nebraska core aggregation rack MUST be figured into the MRC (monthly recurring charge) for the individual sites being bid. The State of Nebraska will not accept separate costs for the aggregation ports that connect all of the eligible entities to Network Nebraska. All co-location data center cross-connect, and fiber path costs needed to provide the physical interface hand-over to Network Nebraska equipment will be the responsibility of the Bidder. A co-location space will be provided at each of the aggregation locations for the Vendor with the exception of the 1623 Farnam handoff site. Colocation fees may apply at individual locations and are the responsibility of the bidder.

Eligible entities may include colleges, universities, state government, political subdivisions, and K-12 institutions. The network design must accommodate the full implementation of Network Nebraska connections, including a statewide, multi-purpose backbone.

All proposals must meet the technical requirements as stated in the RFP. The State requires the Bidder to bid a multi-purpose transport connection to interconnect the listed institutions, along with the corresponding services that consider present, as well as future, benchmarks for technological advancement.

 Bidder has read and agrees to comply.

E. PROJECT ENVIRONMENT

The current project environment consists of a multi-provider, layer-2 high-speed Ethernet network of over 300 fiber circuits. Multiple provider clouds connect to the various eligible entities. Providers hand off eligible entities to Network Nebraska at one of the identified core aggregation points, and the Network Nebraska MPLS backbone interconnects the core aggregation points and provides transport to at least two Internet egress points.

At each service site location, the demarcation point to the customer premise equipment will provide at least 1 (one) 20-amp outlet and sufficient rack or wall space to mount the vendor's termination equipment. Prospective bidders may request an appointment with the site contact listed in Appendix A to inspect the customer premise location in order to make a more informed bid.

 Bidder has read and agrees to comply.

F. PROJECT REQUIREMENTS

For the E-Rate eligible entities that request services from the state, contracts must be converted by July 1 of the contract year, or if ordered in Year 2 or 3, by July 1 for the corresponding performance year. The circuits must be installed and tested no later than the first Friday in August of the contract year, and each succeeding performance year; however, neither the State nor the participating eligible entities may incur charges on these circuits until on or after July 1 of the implementation year due to established E-Rate service dates. The cutover to the customer must be complete by the first Friday of August of Service Work Order submission or the State may assess liquidated damages (see Section II. V. Liquidated Damages). Existing services must remain active until the final cutover (see Section V, G. Transition Requirement). The vendor(s) will provide a cost-effective, scalable, and flexible transport service that will be able to meet the demands of the network participants. Bidders shall identify services that are a normal part of their offering without additional fees.

The vendors may submit with their technical proposal any E-Rate, tax exemption, USF affidavit, or similar documents that the vendor wants incorporated into the Contract. The State will not consider incorporation of any document not submitted with the vendor's proposal, as the document will not have been included in the evaluation process. These documents shall be subject to review and/or negotiation and will be incorporated as addenda if agreed to by the Parties.

 Bidder has read and agrees to comply.

G. TRANSITION REQUIREMENT

Upon award of replacement contract(s) to a new vendor in 2029, the awarded Vendor under this RFP shall, upon request, or until a Notice of Termination is submitted, continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration or termination of the contract for a price not to exceed those prices set forth in the contract. The service will become month-to-month if requested by the customer.

H. SCOPE OF WORK

The Vendor shall design, develop, and implement a high-speed, IP-based, layer-2, Ethernet, wide area network to interconnect eligible entities as requested. The network interface to the customer's Customer Premise Equipment (CPE) must physically be Ethernet with the capability to provide multiple virtual Ethernet interfaces via 802.1Q Virtual Local Area Network (VLAN) tagging.
The network connections must be bid according to the bandwidth ranges and to the acceptable aggregation sites as stipulated in Appendix A. Any circuit conversions will be performed between April 1 and July 1 of the performance year and must operate with documented, timely, and auditable communication practices. All of the network connections must be operational by the first Friday in August of the performance year, and each succeeding year.

For Appendix A, each connection that is bid must be connected from the customer site demarcation to the aggregation site demarcation. The core aggregation handoff MUST have the capacity to support all eligible entities' connectivity to the core site transmitting at full purchased capacity over a single 10 Gigabit Ethernet interface. Multiple interfaces are allowed only as a redundant path for the primary connectivity. The new connectivity capacity can be aggregated at an existing "core" site interface as long as the overall capacity of the core interface is not exceeded due to the introduction of the additional remote site capacity. The State will not allow a separate cost for this "aggregation connection"; that cost must be included as part of the individual site or sites being bid.

Appendix A may include core aggregation point choices that are "grayed out". The State will only accept bids for the bandwidths cited between the locations and the core aggregation sites that are not "grayed out". The Bidder can choose to give a price to bring the eligible entity back to any one or more of the eligible core destination locations except locations that are "grayed out" within the Appendix.

For locations where multiple speeds have been requested, the State will add the costs of all bandwidths bid to arrive at a total overall site cost that will be the basis for a lowest cost award.

All bids for a single service location to multiple aggregation points will be compared against each other. Each service location will only have one award, and the State will award the lowest cost bid from that service location to one of the identified locations that meets the technical requirements as stated in the RFP. If a bidder bids identical pricing for a particular site to two or more core aggregation locations, and is awarded the site, the Network Nebraska engineers will select one of the core locations for the circuit.

The support of end-to-end customer VLANs (C-VLANs) is REQUIRED. Support can be provided either by using the IEEE 802.1ad provider bridging standard (also referred to as QinQ tunneling) or by directly bridging the customer VLANs from end to end, without C-VLAN modification and without provider interaction. For example, as a customer VLAN-tagged packet travels from a customer to the service provider, a customer-specific 802.1Q tag is added by the provider to each packet. This additional tag is used to segregate traffic into service-provider-defined service VLANs (S-VLANs). The original customer 802.1Q tag of the packet remains and is transmitted transparently, passing through the service provider's network. The Service Provider VLAN (S-VLAN) tag is added on egress for incoming packets, optionally including untagged packets. As the packet leaves the S-VLAN in the downstream direction, the service provider's 802.1Q tag is removed, leaving the original customer tag on the packet.

Eligible entities that participate and order the contracted circuits will purchase their own network equipment. The Vendor will need to work closely with these eligible entities (e.g. school districts, educational service units, libraries; etc.) to ensure that the appropriate network equipment is coordinated and ready for installation at the time the network conversion takes place.

To the extent possible, a contact person and contact information has been provided for each fiber site location. Prospective bidders may arrange mutually convenient appointments for site inspections or technical walk-throughs in order to prepare a more informed bid.

 Bidder has read and agrees to comply.

I. TECHNOLOGY REFRESH

The State and the Vendor will work in partnership to ensure the services provided under this contract will be continuously refreshed as technologies evolve and user needs grow. The OCIO staff, in conjunction with or on behalf of, all other participants, will assume the primary role in seeking and proposing network enhancements that comply with FCC and E-Rate rules and policies. This technology refreshment clause will be a required condition of the contract.

The State and the Vendor may conduct an annual review of the contract to review service offerings and pricing. These reviews may result in upgrading the services provided by the Vendor to include new pricing elements or pricing modifications associated with improved economies of scale and/or technological innovations. Changes in the industry related to regulation and/or pricing mechanisms may also result in modification of rates identified in the services offered by the Vendor. These reviews will commence at the request of the State.

 Bidder has read and agrees to comply.

J. TECHNICAL REQUIREMENTS

The bidder must provide a network design in which:

1. Layer 2 (802.1q/802.1p) VLAN and QoS tags must be allowed through the provided network connection and must remain unchanged by the provider.
2. All newly installed circuits must be provisioned as an EVPL; additionally, any changes to an existing ELAN circuit will require it to be reprovisioned to an EVPL.
3. Ethernet frames containing a 1500-byte payload (for a total minimum supported Ethernet frame size of 1542 bytes), must be allowed and flow as a single complete frame without any fragmentation by the provider's equipment. Reference: http://en.wikipedia.org/wiki/Ethernet_frame.
4. Layer 2 performance must be adequate to support jitter and latency-sensitive applications (i.e., video over IP).
5. The network interface to the customer's CPE must be an Ethernet-based handover connection. The connection must support either 802.1q tagged frames or must support 802.1ad provider bridging.; The provider must either tunnel the customer VLAN tags through the provider network or must leave the customer VLAN tags unchanged from end-to-end.
6. Allow participating institutions to manage their own IP address space and routing.
7. Performance metrics on contracted circuits must be provided to Network Nebraska staff within 24 hours of request.
8. Network Nebraska must be notified within 24 hours of performing QoS changes, network monitoring changes, or any other network changes that may have a positive or negative effect on performance as outlined in the RFP.
9. The provided connection must be tested to prove performance before it is considered complete and usable. Testing according to ITU-T Y.1564sam or RFC-2544 for performance, frame-loss, and latency is preferred, but detailed performance, frame-loss, latency, and QoS test disclosure is also acceptable. Testing must validate the minimum frame size specified is supported.
10. Every connection's receive AND transmit capacity must meet or exceed the bandwidth amount that is bid. Testing must validate that the capacity meets the amount purchased before the connection will be considered complete and usable. If proof of end-to-end circuit capacity and testing is not provided, circuit acceptance will be delayed until networking personnel can verify that the circuit meets requirements.
11. To the extent possible, existing aggregate interfaces should be prioritized and used before laterally scaling equipment.
12. In the event that Network Nebraska engineers request a circuit reprovision to fix issues, the Vendor must comply with reprovision without the need to renegotiate/renew the contract.

 Bidder has read and agrees to comply.

K. PROJECT PLANNING AND MANAGEMENT

The State of Nebraska acknowledges that project management and implementation procedures will require alignment and adjustment of work processes for the Vendor's organizations, the eligible entities, and the State. The alignment will be part of the contract finalization; however, the Bidder will respond to this RFP assuming the following responsibilities.

1. **STATE OF NEBRASKA AND NETWORK NEBRASKA ENTITY MANAGEMENT STAFF**
The State of Nebraska and educational entity management staff will:
 - a. Provide overall project direction and management.

- b. Review and approve all project plans and deliverables.
- c. Ensure that technical assistance and support are provided during the Vendor's implementation phases and ongoing upgrade design of this project.
- d. Establish project management guidelines by meeting with the Vendor's project management team as needed.
- e. Review and approve all project-specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project.
- f. Coordinate other resources as needed to support the implementation process.
- g. Provide on-site assistance, as needed, during the implementation phases of the project.
- h. Assist the Vendor in identifying eligible participants in the network, as well as establishing guidelines with the Vendor for ordering, moving, adding, or changing services.
- i. Provide adequate and reasonable space for vendor equipment, including at least one single-source, unprotected electrical outlet.

2. VENDOR

The Vendor will:

- a. Coordinate and administer the requirements of the network service(s) that are proposed. Individual customers may require that the VLAN tag be removed at the customer handoff. Individual customers may also require a specific physical medium handoff (electrical, optical).
- b. Maintain a data center, or co-location, within Nebraska or a state along the contiguous border
- c. Maintain toll-free lines for voice and facsimile from the State to operational facilities for order entry and after-hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of service disruption. The Vendor will provide information regarding its intent to maintain its facilities after project implementation has been completed.
- d. Maintain toll-free voice lines for after-hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of contact for all services and equipment provided by the Vendor, including services and equipment subcontracted to another vendor.
- e. Provide, upon request, technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Vendor will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.
- f. Provide within thirty (30) days of work order submission (a) detailed network diagram(s) and drawing(s) that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be reviewed and approved by the Network Nebraska engineering teams prior to any physical installation. Network diagrams must be made available to, or transmitted to, the State electronically in a format agreed upon by the Vendor and the State (i.e. Visio or downloadable PDF) to allow for import into various computer programs.
- g. Performance tests must be provided upon request to the Network Nebraska engineering team. Performance tests will be resubmitted to the engineering team until the results have been accepted.
- h. Provide, upon request, basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.
- i. Provide escalation lists and complete contact information.
- j. Communicate with the onsite technology contact prior to any required construction to confirm and document the exact demarcation location and minimum point of entry for each site address.
- k. Monitor and respond to disruptions in service to installed vendor equipment at the customer location.

If the Vendor is working with other "last mile" telecommunication providers to create an end-to-end solution, the Vendor should provide the State with technical contacts for the "last mile" provider.

If the Bidder intends to sub-contract any part of its performance hereunder, the Bidder must provide:

- 1 Name, address, and telephone number of the subcontractor(s);
- 2 Specific tasks for each subcontractor(s);
- 3 Percentage of performance hours intended for each subcontract; and
- 4 Total percentage of subcontractor(s) performance hours.

 Bidder has read and agrees to comply.

L. SERVICE LEVEL GUARANTEES

This network must support production applications that require a high degree of reliability and must operate with little or no service disruptions for twenty-four (24) hours a day, seven (7) days a week. Vendor(s) must provide solutions with the necessary redundancy, backup systems, and/or other disaster avoidance and recovery capabilities to support these needs. Vendor(s) must have the necessary staff for the installation and maintenance of their network responsibilities and the necessary staff to assist the State in its installation and maintenance of critical network services. Upon request, the vendor will provide an explanation of any redundancy that is available as part of the site/service that will assure the required availability of the services. The following maintenance specifications are required service level guarantees. The Vendor will conform to these service level agreements, which are to include details concerning restoration procedures and goals, escalation procedures, and non-conformance penalties.

Installation Deadline: Failure to meet the deadline dates for the deliverables as agreed upon by the parties may result in an assessment of liquidated damages as defined in Section II. V. Liquidated Damages.

Up Time Requirement: The contract expectation is for a service that, at a minimum, will meet or exceed required specifications 99.99% of the month, not to exceed a maximum of 4.32 minutes of unscheduled downtime/service non-compliance per calendar month. Any service not meeting contract specifications, which includes violation of QoS parameters, will incur a contract performance penalty per the following formula:

For every hour and fraction of an hour of service violation exceeding the identified 99.99% uptime requirement, the customer will be refunded one day of service credit. Repeated violations of service performance agreements during any single calendar day will be considered a continuous event from the beginning of the original violation until the last violation. Violations on consecutive days will be considered continuous from the initial violation until the service has been restored. The service will be considered restored when no violation has occurred for 24 continuous hours (the 24-hour validation period is not considered part of the damages). Damage duration will round up to the next whole hour. Damages per calendar month shall not exceed the total cost of the one-month MRC.

Example: Intermittent connectivity from 9:15am-2:20pm on the same day; Duration of the actual service violation would be 5 hours and 5 minutes, or 5 hours 1 minute over the maximum allowable downtime of 4.32 minutes. Violation assessment is rounded up to the next whole hour, so the duration would be considered as 6 total hours of downtime if no previous downtime had been experienced for the service in the current month, or up to X hours, depending on the amount of cumulative violations experienced in the month that exceeds the 99.99% uptime requirement. This would translate to 6 days of per diem charges credited to the account. For continual or accumulated outages totaling 30 hours, 30 days of charges (one-month MRC) would be credited to the account.

Latency Requirement: The contract requirement is for an Ethernet service to have a maximum round-trip latency of 15 milliseconds.

 Bidder has read and agrees to comply.

M. MAINTENANCE SPECIFICATIONS

When planned network maintenance activities are conducted by the Vendor that entail the risk of interrupting or diminishing service to Network Nebraska or its participants, the Network Nebraska Operations Center, noc@nebraska.edu, and its-carrier-notifications@lists.nebraska.edu must be notified at least three (3) business days in advance of the maintenance planned. The Vendor may additionally contact the toll-free number for the Network Nebraska NOC at 1-888-638-6327. Additionally, the vendor must agree to work with the Network Nebraska Participants to find an alternate date and time of maintenance if the proposed time would be particularly detrimental to Network Nebraska Participant needs. Mutually agreed-upon maintenance activities are not considered a service violation and will not incur a service penalty.

The vendor should have in inventory the necessary spare equipment capable of restoring service in the event of vendor equipment failure. Maintenance contracts specifying next-day replacement or longer will not be considered an acceptable substitute for carrying inventory of appropriate replacement equipment.

The Vendor must operate its own Network Operations Center(s) and provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven (7) days a week. The Vendor shall provide sufficient staff for peak and critical hours. The Vendor shall provide Network Nebraska with a local and toll-free number for trouble reporting.

The Vendor must respond to trouble reports within one (1) hour of notification. The Vendor must also provide an escalation procedure and contact list to be used for unresolved issues, including names, titles, and phone numbers of contact persons in the escalation chain. Major service-affecting problems that are not resolved within two (2) hours of time after the notification of trouble shall constitute a prolonged outage and must be escalated.

Access to performance service metrics is required, with a preference toward live metrics.

 Bidder has read and agrees to comply.

N. IMPLEMENTATION PLAN

The Bidder may submit with its proposal response, but must provide by March 1 of the contract start year, an implementation plan for the deployment of the services that reflects the services to be included in the associated contract. The plan must clearly represent the constraints of time, scope, and cost. At a minimum, the implementation plan must include the work breakdown structure (WBS), schedule, milestones, deliverables, risk assessment, mitigation strategies, resource planning, and communication plans.

The Vendor will adhere to the implementation plan for deployment of services submitted as a requirement of this RFP. The Vendor will agree to participate in pre-scheduled project management conference calls as arranged by the Office of the CIO Project Management Office.

 Bidder has read and agrees to comply.

O. DEPLOYMENT STATUS REPORTS

The Vendor's designated project manager will provide weekly reports of the status of any deployment schedules to the State's designated project manager. Deployment status reports will provide weekly information related to the adherence to the deployment schedule identified in Section V. F. Project Requirements, including identification of issues affecting the deployment schedule, and recommended resolution(s) to any identified barriers to network deployment.

 Bidder has read and agrees to comply.

P. COST PROPOSAL REQUIREMENTS

Proposals will address the impact of normal growth, as well as planned and unplanned network expansion or service enhancement. All prices shall be proposed as an individual location/school cost on a recurring or non-recurring basis. All bidder costs must be reflected in either the monthly recurring costs, non-recurring costs, or taxes and fees column as listed in Appendix A. No additional charges will be accepted. The State shall not be required to purchase any specific service or minimum quantities of network services. The bandwidth increments provided are for the sole purpose of assisting the Bidders in preparation of their proposals and for the State to consider the feasibility of the proposed network solutions. The State shall not be responsible for any cost that is not identified in the Bidder's cost proposal. The State will not consider bids that offer conditional discounts or price structuring based upon the number of network locations that are awarded to a provider or the number of entities that order services.

Please display costs in the format provided in Appendix A. The bid prices listed must include the cost of doing business as indicated below. Bidders shall enter pricing and all other required information only in the designated editable cells. Cells shaded in gray contain protected formulas and may not be altered. Any modification to protected formulas may result in disqualification.

1. NETWORK EQUIPMENT AND HARDWARE COSTS

Network equipment and hardware (non-CPE) will be part of and included in the itemized circuit costs. Circuit costs will be bundled costs and must include all necessary components needed to utilize the circuit at the bandwidth bid.

2. INSTALLATION COSTS

If non-recurring installation/set-up charges are applicable, these rates shall be delineated in the cost portion of the proposal. This cost for the circuit installation shall include all one-time costs associated with termination to the demarcation point from the network side and/or fees associated with interconnection to local exchange carriers.

- a. **All fees that would be incurred for a fully functioning end-to-end connection, whether recurring or non-recurring, must be included in the cost. All cross-connect and facilities-related charges that would be incurred to physically connect the circuit to Network Nebraska equipment on both ends must be included in the cost.**
- b. IF A BIDDER ONLY NEEDS TO INCUR ONE NON-RECURRING COST PER LOCATION IN ORDER TO ESTABLISH THE DESCRIBED SERVICES (e.g. \$2,500 one-time NRC for all bandwidths 100Mbps to 1,000Mbps), THEN THE BIDDER SHOULD INSERT THE NRC COST ITEM ON ONLY ONE LINE (e.g. 100Mbps) AND INSERT A COMMENT INTO THAT CELL.
- c. IF A BIDDER WISHES TO CHARGE A NON-RECURRING COST EACH TIME A NEW BANDWIDTH IS ORDERED OVER THE LIFE OF THE CONTRACT, THEN AN NRC COST SHOULD BE INSERTED NEXT TO **EACH** BANDWIDTH INCREMENT.
- d. Pricing must be provided for **all bandwidth increments** for each site location, or risk being disqualified as a non-responsive or incomplete bid.

3. SOFTWARE, WARRANTY, AND MAINTENANCE COSTS

The Bidder will include warranty and maintenance of the provided circuits in the service rates.

4. COST PROPOSAL INSTRUCTIONS AND TABULATION FOR ALL APPENDICES.

If denoted, Column 'F', Circuit Topology, and Column 'G', Circuit Handoff, are information requested by the University of Nebraska engineering team on each circuit that is bid (See the Glossary).

Proposed cost for each site location will be tabulated with an intent to award made based on the SUM of the lines of the monthly recurring costs and monthly taxes/fees (if any), multiplied by the applicable length of service in months, forty-eight (48), not to include extensions, plus the addition of one-time non-recurring costs, if included. $TOTAL\ 48-MONTH\ COST = \sum [(MRC + Taxes/Fees) \times 48] + NRCs$

**If multiple NRC costs are inserted to establish service at different bandwidths, the Cost Proposal Tabulation will include the highest NRC value as a one-time build cost.

SAMPLE—Bidder 'A' will be compared to other bidders on School X based on overall cost of \$139,473.60 for 48 months.

Entity	Bandwidth	Bidder 'A' NRC	Bidder 'A' MRC	Bidder 'A' Monthly Taxes/Fees	Bidder 'A' 48-month Cost
School X	100Mbps	\$1,000**	\$500	\$34.75	\$26,668.00
School X	200Mbps	\$0	\$600	\$41.70	\$30,801.60
School X	300Mbps	\$0	\$700	\$48.65	\$35,935.20
School X	400Mbps	\$5,000**	\$800	\$55.60	\$46,068.80
Total					\$139,473.60
BIDDER COMMENT: \$1,000 NRC will be applied if the customer purchases 100Mbps, 200Mbps, or 300Mbps. \$5,000 NRC will only be applied when the customer purchases 400Mbps.					

Initial
MA

Bidder has read and agrees to comply.

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c)

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

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

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	Unite Private Networks, LLC dba Segra
ADDRESS:	Principal Office: 120 W 12th Street, Floor 11, Kansas City, MO 64105 Local Office: 3880 Vermaas Place, Lincoln, NE 68502
PHONE:	(505) 785-2003
EMAIL:	mark.hallamore@segrafiber.com
BIDDER NAME & TITLE:	Mark Hallamore, Regional VP, Enterprise Sales
SIGNATURE:	Signed by:  <small>CF0B67D88F7442C...</small>
DATE:	January 23, 2026

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	Bobby Mercier
TITLE:	Mid-Market Account Executive
PHONE:	(402) 475-2718
EMAIL:	bobby.mercier@segrafiber.com

