

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.materielpurchasing@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): 143055100

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.)



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.					



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.

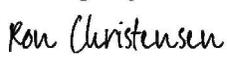
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

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:	Viaero Fiber Networks, LLC
ADDRESS:	1224 West Platte Ave., Fort Morgan, Colorado 80701
PHONE:	O: (970) 467-3142 M: (970) 768-5057
EMAIL:	Ron.christensen@viaerofiber.com
BIDDER NAME & TITLE:	Ron Christensen, President
SIGNATURE:	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <small>DocuSigned by:</small>  <small>A30CA7892AA74DL...</small> </div>
DATE:	1/23/2026

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	
TITLE:	
PHONE:	
EMAIL:	



Proposal for

**STATE OF NEB OF ADMIN SERVICES,
OFFICE OF THE CIO
2026 Funding Year**

January 23rd, 2026

Proposal Submitted by: **Viaero Fiber Networks, LLC**

Service Provider Identification
Number (SPIN): 143055100

Entity Name: State of Nebraska
Dept of Admin Services, Office of the CIO
501 South 14th St. PO Box 95045
Lincoln, NE 68509-5045

RFP Number: 124043-O5
FCC Form 470 Application Number: 260010997
FCC Registration Number: 0018343491
Billed Entity Number: 225870
Applicant Type: ESA School; General Use;
Juvenile Justice; Main Branch;
New Construction School; Pre-K;
Research; Swing Space

Title of Proposal: Funding Year 2026

Viaero Fiber/Construction
Point of Contact

Name: Ron Christensen
Telephone No.: (970) 768-5057
Email Address: Ron.Christensen@viaero.com

Viaero Technical Point of Contact

Kyle Burdette
Telephone No.: (970) 467-3102
Email: Kyle.Burdette@viaero.com

Viaero Fiber Networks - Internet Services
Point of Contact (Account Management)

Name: Lorie Herrera
Telephone No.: (970) 542-3612
Email Address: Lorie.Herrera@viaero.com

Viaero Fiber – Accounting Contact:

Accounts Payable
Telephone: (970) 467-3270
Email: Accountspayable@viaero.com

Submitted On:

January 23rd, 2026

Authorizing Official:

DocuSigned by:


A36CA7992AA749E...
Ron Christensen, President

1.0 Abstract

Viaero Fiber Networks, LLC submits this proposal in response to FCC Form 470, and the attached Request for Proposal No. 124043-O5 to provide high-speed transport and internet services in support of Network Nebraska. Viaero is an experienced provider of fiber-based Ethernet transport services to schools, libraries, and public institutions throughout Nebraska and the surrounding region.

Viaero's solution delivers scalable Layer 2 Ethernet connectivity integrated with the Network Nebraska backbone, supporting current bandwidth needs and future growth. Services are designed to meet E-Rate and State requirements and are supported by dedicated project management, 24/7 network monitoring, and a commitment to compliance with all non-negotiable contractual and technical requirements.

2.0 Product Features

Viaero Fiber has one of the newest fiber networks to be deployed. Our fast and reliable enterprise-grade network spans southern and eastern Colorado, most of Nebraska, northwest Kansas, and southeast Wyoming.

All of this brings one of the most technologically advanced, diverse networks deployed to rural America with direct connections to global internet exchanges. With a direct fiber to the premises connection, Viaero can provide the necessary symmetrical internet speeds needed today, along with the ability to easily increase capacity and plan for future growth and needs of your facility.

Customer will have a dedicated account representative once an Agreement is in place between the Customer and Viaero. Further there is a dedicated technical support representative at (970) 768-6002, and Tier III support services that can be utilized to address any issues with the service. Additionally, Viaero also has a 24/7 hotline for any outages which can be contacted at (970) 768-6001.

3.0 Pricing for Proposed Services

Viaero Fiber submits this proposal for the requested Internet Services. Attached hereto and incorporated herein in this proposal is an Internet Service Agreement, which contains a Scope of Service (Exhibit A) and SLA (Exhibit B).

SLA Pricing and Service Tiers: This Proposal is submitted on a line-item basis per site.

Viaero Fiber offers the following Service Tiers and the SLA pricing for such tier is reflected as:

- 100 Mbps Internet Connection- One Hundred Fifty Dollars (\$150.00) per month
- 200 Mbps Internet Connection- One Hundred Fifty Dollars (\$150.00) per month
- 300 Mbps Internet Connection- One Hundred Fifty Dollars (\$150.00) per month
- 400 Mbps Internet Connection- One Hundred Fifty Dollars (\$150.00) per month

- 500 Mbps Internet Connection- One Hundred Fifty Dollars (\$150.00) per month
- 600 Mbps Internet Connection- Two Hundred Fifty Dollars (\$250.00) per month
- 1000 Mbps Internet Connection- Two Hundred Fifty Dollars (\$250.00) per month
- 2000 Mbps Internet Connection – Three Hundred Fifty Dollars (\$350.00) per month
- 3000 Mbps Internet Connection – Four Hundred Fifty Dollars (\$450.00) per month
- 5000 Mbps Internet Connection- Six Hundred Dollars (\$600.00) per month
- 10000 Mbps Internet Connection- Eight Hundred Fifty Dollars (\$850.00) per month

4.0 References

Washington County
150 Ash Ave
Akron, Colorado
Sean Kennedy
970-554-0925

Gertge Technologies
109 Clayton St.
Brush, CO 80723
Toby Gertge
970-520-5800

Media Logic
16041 Hwy. 34
Fort Morgan, CO 80701
Wayne Johnson
970-441-6006

5.0 Service Level Agreement

The Viaero Fiber network is extremely reliable and will keep you connected with an uptime guarantee of 99.99%. The SLA is attached to the Internet Service Agreement as Exhibit B.

6.0 Compliance

Waiver of Copyright

In submitting this proposal in response to the referenced solicitation request, Viaero Fiber Networks, LLC hereby provides the State of Nebraska 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. Viaero Fiber Networks, LLC specifically waives any copyright or other protection of the contract, or solicitation response may have; and acknowledges that it has the ability and authority to enter into such waiver.

In accordance with the requirements set forth in the solicitation, Viaero Fiber Networks, LLC hereby 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.

E-Rate Compliance

Viaero Fiber Networks, LLC is an eligible E-Rate service provider and maintains an active Service Provider Identification Number (SPIN). Viaero Fiber supports both SPI and BEAR invoicing methods and will comply with FCC Forms 470, 471, 472, and 474, as applicable. Viaero Fiber will coordinate with applicants to ensure compliance with USAC program rules, audit requirements, and record-retention obligations throughout the contract term.

Network Topology

Viaero Fiber will provide high-speed transport using Layer 2 Ethernet services delivered over fiber infrastructure. Services are provisioned using VLAN-based architecture, including point-to-point and EVPL configurations as required, and will be integrated with the Network Nebraska backbone through approved network-to-network interface (NNI) connections. This design supports scalability, performance, and service isolation. Viaero has included with this proposal the proposed network topology, as well as its current infrastructure for each of the entities set forth in Exhibit A, that it submits this proposal for.

Transition Requirements

Viaero Fiber will coordinate with Network Nebraska stakeholders and any incumbent providers to ensure a seamless transition of services. Transition activities will be planned and scheduled to avoid service interruption, with cutovers performed during agreed maintenance windows where feasible. Viaero Fiber's transition approach is designed to minimize operational impact to end users.

Project Planning and Management

Viaero will assign a dedicated project manager who will serve as the primary point of contact for implementation, coordination, and ongoing service management. The project manager will oversee scheduling, provisioning activities, and communication with State and Network Nebraska representatives to ensure timely delivery and adherence to project requirements.

Disaster Recovery / Backup

Viaero Fiber maintains network redundancy and diverse routing where available to support service resiliency. The Viaero Fiber network is monitored 24/7 by a Network Operations Center (NOC), enabling rapid incident detection, response, and escalation. These measures support continuity of service and timely restoration in the event of an outage or network disruption.

7.0 Contract Terms and Conditions

In the event that Viaero Fiber is awarded this proposal, an Internet Service Agreement will be entered into between the parties evidencing the terms and conditions for the Services offered herein. Viaero Fiber Networks, LLC's proposed draft Internet Service Agreement is included with this proposal for reference. In accordance with Request for Proposal No. 124043-O5, all non-negotiable terms, conditions, and requirements of the State of Nebraska shall govern and control in the event of any conflict or inconsistency between the State's solicitation, resulting contract, and any vendor-provided agreement. Viaero expressly acknowledges and agrees that the State of Nebraska's contract supersedes and take precedence over any conflicting provisions contained in the Internet Service Agreement, which shall be amended to reflect the required terms and conditions set forth in Solicitation No. 124043-O5, either through an Addendum or a separate writing setting forth the required terms prior to an award under the proposal. Viaero Fiber has also provided and acknowledged the Terms and Conditions set forth in Section II thru V of the Solicitation request, which is also submitted with this proposal.

Summary

Viaero Fiber can provide an Ethernet lit fiber circuit to the State of Nebraska and members of the consortium via our expansive fiber optic network. Viaero Fiber has been providing quality voice and internet access services to businesses, residential customers, hospitals, schools and libraries at several locations in the States of Colorado and Nebraska for many years. Each Customer under this proposal will have a dedicated account representative assigned to it, in addition to our 24/7/365 Support group.

Viaero Fiber Networks is a local company that is committed to giving you a reliable internet and communications experience. We are committed to making sure that our services and devices perform the way you want them to. That is what we do. We give you choice, flexibility, and honest service that you can trust - always. For more information, please contact us or view our website at www.viaero.com.

AGREEMENT FOR INTERNET SERVICES

THIS AGREEMENT is made and entered into this [July 1, 2026] (the "Effective Date"), by and between State of Neb Dept of Admin Services, Office of the CIO with its address at 501 South 14th St., Lincoln, NE 68509 ("Customer" or "State"), and Viaero Fiber Networks, LLC with its office address at 17372 US Hwy. 34., Fort Morgan, Colorado 80701 ("Viaero" or "Vendor"). The parties agree as follows:

1. Scope of Services. Viaero shall furnish all labor and materials required to perform the requested services specified in the Scope of Services, attached hereto as Exhibit A, and incorporated herein by reference. Any change to the Services set forth herein shall be reflected on an Amended Exhibit A, which shall be effective when signed by both parties.

2. Payment. Customer shall pay Viaero as set forth in the Scope of Services. All payments are due and payable on the Payment Due Date. Customer must give notice to Viaero of any dispute affecting any payment before the respective Payment Due Date of an affected payment.

3. Term. This Agreement shall commence on the last date of execution of this Agreement by the Parties and shall continue for a period of four (4) years (the "Term").

4. Renewals. Customer may extend the Term of the Agreement for up to four (4) additional one (1) year renewals ("Renewal Term") upon mutual agreement of the Parties. Customer reserves the right to extend the period of this contract beyond the termination date of the last Renewal Term when mutually agreeable to the Parties, which shall be reflected in an Amendment to this Agreement.

5. Notice of Breach and Termination. This Agreement may be terminated without any penalty, further liability, or obligation to make additional payments on thirty (30) days written notice as follows:

(a) by either party on default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days, (or longer at the non-breaching Party's discretion, considering the gravity and nature of the default) following written receipt of notice of default. Said notice shall be delivered by email, delivery

receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the address set forth in Section 11 herein.

(b) by Viaero if it is unable to obtain or maintain any license, permit, or other governmental approval necessary to the construction or operation of the Facility; or (c) by the State for any ethical violation that Viaero may have been found to commit, including but not limited to the following:

- i. 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;
- ii. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
- iii. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
- iv. Submitting a solicitation response on behalf of another Party or entity; and
- v. 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.

Viaero shall have an affirmative duty to report any violations of this clause by Viaero throughout any bidding process and throughout the term of this Agreement for Viaero and its subcontractors.

No later than thirty (30) days after the termination of this Agreement, by expiration of the Term or otherwise, Viaero shall remove its personal property and fixtures from the Premises and restore the Premises to its condition prior to

the Commencement Date, subject to reasonable wear and tear.

d. 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.

6. Early Termination. This Agreement may be terminated as follows:

- i. The State and Viaero, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
- ii. 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 Viaero. Such termination shall not relieve Viaero of warranty or other service obligations incurred under the terms of the contract. In the event of termination, Viaero shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- iii. 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. Viaero 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 Viaero or of any substantial part of Viaero's assets has been appointed by a court,
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by Viaero, its employees, officers, directors, or shareholders,
 - e. an involuntary proceeding has been commenced by any Party against Viaero 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) Viaero 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. Viaero intentionally discloses confidential information,
- h. Viaero has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

Removal of Equipment. No later than thirty (30) days after termination of this Agreement, by expiration of the Term or otherwise, Viaero shall remove its personal property and fixtures from the Premises and restore the Premises to their condition prior, subject to reasonable wear and tear. Viaero shall further complete and provide the following, unless otherwise stated herein:

- i. Return to the State all information and data unless Viaero is permitted to keep the information or data by contract or rule of law. Viaero 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 Viaero's routine back up procedures,
- ii. Cooperate with any successor vendor, person, or entity in the assumption of any or all of the obligations of this contract,
- iii. Cooperate with any successor vendor, person, or entity with the transfer of information or data related to this contract,
- iv. Return or vacate any state owned real or personal property; and,
- v. 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

6. Usage. Use of the internet service provided are subject to Viaero's disclosures and policies about the use of Viaero's internet service, including the Open Internet disclosure as set forth on Viaero Fiber's website, which disclosures and policies are subject to revision by Viaero from time to time.

7. Maintenance Notification. Viaero shall notify Customer of any planned downtime at least three (3) days in advance. In the event of an emergency outage or unscheduled downtime, Viaero will notify Customer as soon as is economically practical.

8. Limited Liability. To the extent permitted by applicable law, neither Party will have any liability arising out of or relating to this Agreement for (a) any indirect, consequential, special, incidental, or punitive damages; (b) or lost revenues, profits, savings, or goodwill.

9. 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.

10. Governing Law. 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 this Agreement, 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 Agreement 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.

11. Notices. Notices hereunder shall be delivered as set forth below:

To: State of Neb Dept of Admin
Services, Office of the CIO
501 South 14th St.
Lincoln, NE 68509
Email:

To: Viaero Fiber Networks, LLC
17372 US Hwy. 34
P.O. Box 798
Fort Morgan, CO 80701
Email: contactus@viaerofiber.com
With a copy to: legal@viaero.com

12. Amendments. Any amendment to this Agreement must be in writing, and be executed by both Parties.

13. Merger and Integration. This Agreement is the entire agreement, states all terms agreed between the Parties, and supersedes any prior or contemporaneous agreements between the Parties relating to the subject matter of the Agreement.

14. Assignment, Sale, or Merger. Either Party may assign this Agreement upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

Viaero retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Viaero's business, and 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, Viaero 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 Agreement and perform all obligations of the contractor obligations of the Parties hereto.

15. Indemnification.

a. General. Viaero 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 Agreement, except to the extent such Viaero liability is attenuated by any action of the State which directly and proximately contributed to the claims.

b. Intellectual Property. Viaero 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

Viaero or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives Viaero prompt notice in writing of the claim. Viaero 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 Viaero has indemnified the State, Viaero shall, at Viaero'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 Viaero, and the State may receive the remedies provided under this Agreement.

c. Personnel. Viaero 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 Viaero.

d. 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, Viaero 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.

16. 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.

17. Americans with Disabilities Act. Viaero 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.

18. Liquidated Damages. Failure to meet the dates for the deliverables as specified in Scope of Work, or solicitation document (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. Viaero will be notified in writing when liquidated damages will commence.

IN WITNESS WHEREOF, This Agreement has been executed as of the date first set forth above, by the duly authorized representative of each party.

Viaero Fiber Networks, LLC

State of Neb Dept of Admin Services, Office of the CIO

DocuSigned by:
By: Ron Christensen
Name: Ron Christensen
Title: President

By: _____
Name: _____
Title: _____

EXHIBIT A
SCOPE OF SERVICES

[to be completed for each contracting entity this proposal is submitted for – for reference, addresses and pricing are included below]

Internet Service to be provided via an ethernet connection to the following locations at the Service speeds and rates set forth below:

- Randolph Public Schools- 207 N Pierce Box 755, Randolph, NE 68771-0755
- Osmond Community Church-202 Prairie St., Osmond, NE 68765
- Anselmo- Merna Public Schools- 750 North Conway St., Merna, NE 68856-0068
- Ansley Public Schools- 1124 Cameron St., Ansley, NE 68814-0370
- Broken Bow Public Schools- 323 N. 7th. Ave. Broken Bow, NE 68822-1718
- Burwell Jr Sr High School- 190 1 St., Burwell, NE 68823-0670
- Gibbon Public Schools- 1030 Court St., Gibbon, NE 68840-0790
- Litchfield Public School- 500 N. Main St., Litchfield, NE 68852
- Grand Island Northwest High School- 2710 N North Rd., Grand Island, NE 68803-1199
- Ravenna High Schools- 41750 Carthage Rd., Ravenna NE 68869
- Sandhills High Schools- 107 Gandy Ave., Dunning, NE 68833-0000
- Shelton Public Schools- 210 9th St., Shelton, NE 68876
- Stuhr Museum- 3133 W Hwy 34, Grand Island, NE 688012 (4 locations)
- Scottsbluff, Aggregation Location- 4502 Avenue 1, Scottsbluff, NE 69361
- Grand Island College Park, Aggregation Location- 3180 Highway 34, Grand Island, NE 68801

SLA Pricing and Service Tiers:

Viaero Fiber offers the below Service Tiers and the SLA pricing for such tier is reflected below:

- 100 Mbps Internet Connection- One Hundred Fifty Dollars (\$150.00) per month
- 200 Mbps Internet Connection- One Hundred Fifty Dollars (\$150.00) per month
- 300 Mbps Internet Connection- One Hundred Fifty Dollars (\$150.00) per month
- 400 Mbps Internet Connection- One Hundred Fifty Dollars (\$150.00) per month
- 500 Mbps Internet Connection- One Hundred Fifty Dollars (\$150.00) per month
- 600 Mbps Internet Connection- Two Hundred Fifty Dollars (\$250.00) per month
- 1000 Mbps Internet Connection- Two Hundred Fifty Dollars (\$250.00) per month
- 2000 Mbps Internet Connection – Three Hundred Fifty Dollars (\$350.00) per month

- 3000 Mbps Internet Connection – Four Hundred Fifty Dollars (\$450.00) per month
- 5000 Mbps Internet Connection- Six Hundred Dollars (\$600.00) per month
- 10000 Mbps Internet Connection- Eight Hundred Fifty Dollars (\$850.00) per month

Taxes and surcharges are not currently applicable to internet services, but that may be subject to change during the Term of this Agreement. In such event, applicable taxes and surcharges will apply and will be reflected as separate line items on the statement for services.

Viaero Fiber Networks will perform all splicing, terminating, and installation of all equipment necessary to provide the above-described ethernet service to the Customer's designated location and with power for router to be provided by Customer. Customer is responsible for all internal routers, networking equipment, and cabling to service the needs of their facility.

Viaero shall retain ownership of all fiber and equipment installed.

Monthly recurring charges will commence upon the Effective Date specified above, with the first month of service to be billed in advance.

EXHIBIT B
SERVICE LEVEL AGREEMENT

The Service level commitments (“Service Levels”) for Services are stated in the applicable Service Schedules for each Service. Maintenance of the Service may, but ordinarily will not, result in limited-Service interruptions. If Service Provider does not meet a Service Level (based on Service Provider’s records) applicable service credits will be issued upon Customer’s request to Service Provider’s Customer Service. Credits must be requested within Forty-five (45) days after the event giving rise to the credit. Customer's sole remedies for any outages, failures to deliver, or defects in Service are contained in the Service Levels (if any).

SERVICE OUTAGES

Service Outages. A service outage (“Service Outage”) occurs when Customer experiences complete break(s) in transmission measured from the first ten (10) consecutive severely erred seconds (“SEs”) on the affected Service until the first ten (10) non-SEs which is known by Viaero. A SE is measured with a bit error ratio of greater than or equal to 1 in 1000.

Excused Outages. A Service interruption will not be deemed a Service Outage if Viaero’s network is unavailable as a result of: (a) any act or omission of the Customer or its end users, or its representatives, contractors, agents, authorized invitees, successors or assigns; (b) any act or omission by a third party not in Viaero’s control; (c) the configuration, failure or malfunction of non-Viaero equipment or systems; (c) any Service Outage caused by an emergency, scheduled maintenance or planned enhancements or upgrades to Viaero's network; (d) Viaero not being given access to premises; or (e) a Force Majeure Event. Each of the foregoing events shall be deemed an “Excused Outage.”

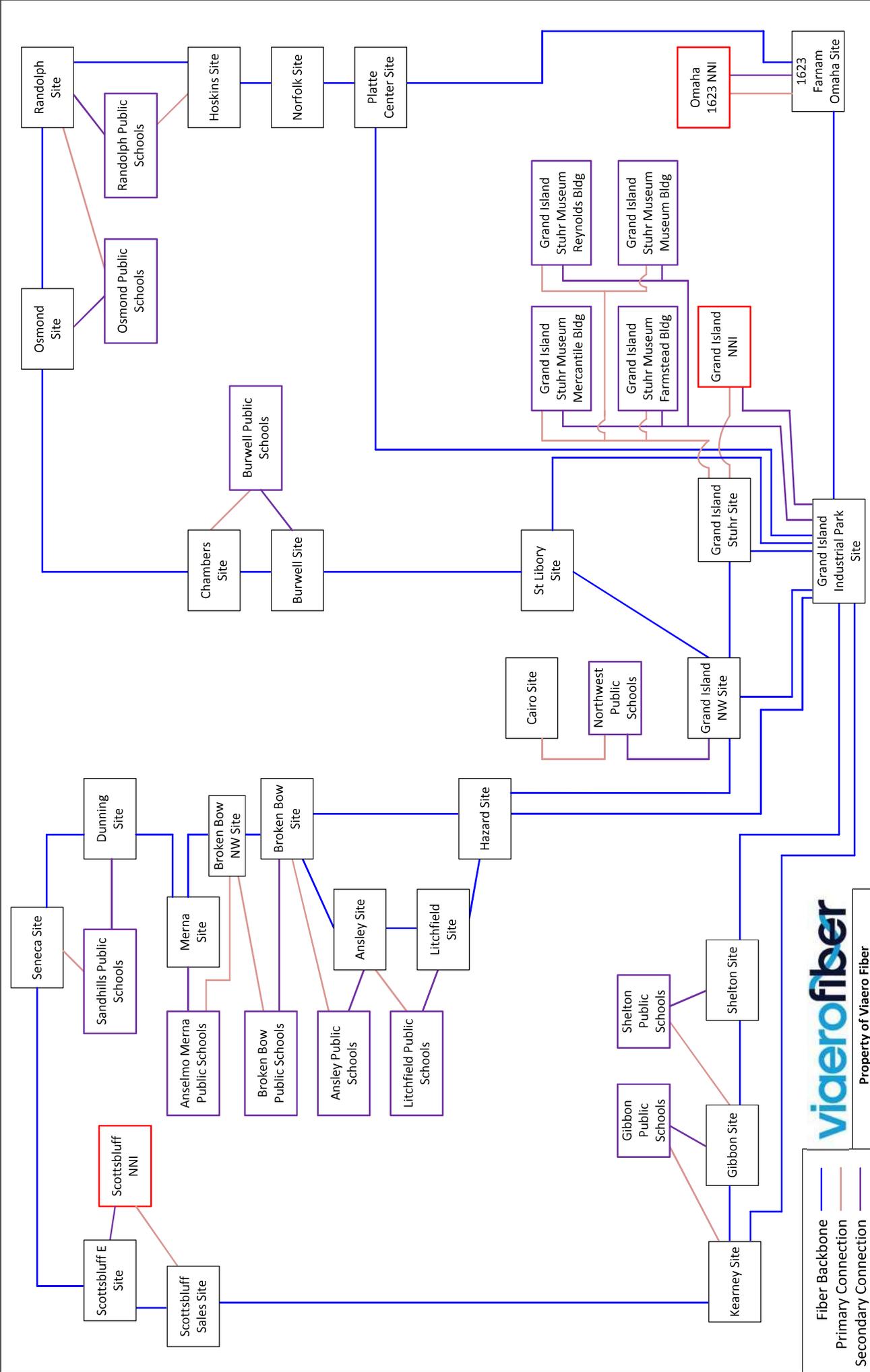
Service Outage Credit. Notwithstanding the Service Availability Objectives outlined above, in the event of a Service Outage not due to an Excused Outage, Customer shall be entitled to service outage credit per the table below (“Service Outage Credit”). For the purpose of measuring the Service Outage Credit, the duration of a Service Outage begins when Viaero records a trouble ticket number and ends when the Service is restored ("Service Outage Duration"). Service Outage Duration is applicable to specific affected circuits and shall not be aggregated among circuits for purposes of determining Service Outage Credit. The maximum Service Outage Credit in a calendar month for any affected circuit shall not exceed seventy-five percent of the MRC for the affected circuit.

Cumulative Duration of Service Level Failure(s)	Service Credit - % of Allocated MRC for Affected Customer Location(s)	
	Nonprotected	Protected
>2 hrs to 4 hrs.	5%	20%
>4 hrs. to 8 hrs.	10%	25%
>8 hrs. to 12 hrs.	15%	30%
>12 hrs. to 16 hrs.	20%	35%
>16 hrs. to 20 hrs.	25%	40%
>20 hrs. to 24 hrs.	30%	45%
>24 hrs.	35%	75%

ISSUANCE OF CREDITS.

To receive Service Outage Credit, Customer must (a) immediately report the Service Outage to the Viaero Network Control Center at (970) 768-6002, and open a trouble ticket, and (b) make a written request for a credit. Upon receipt of Customer’s request, Viaero will investigate the claim under the terms described in

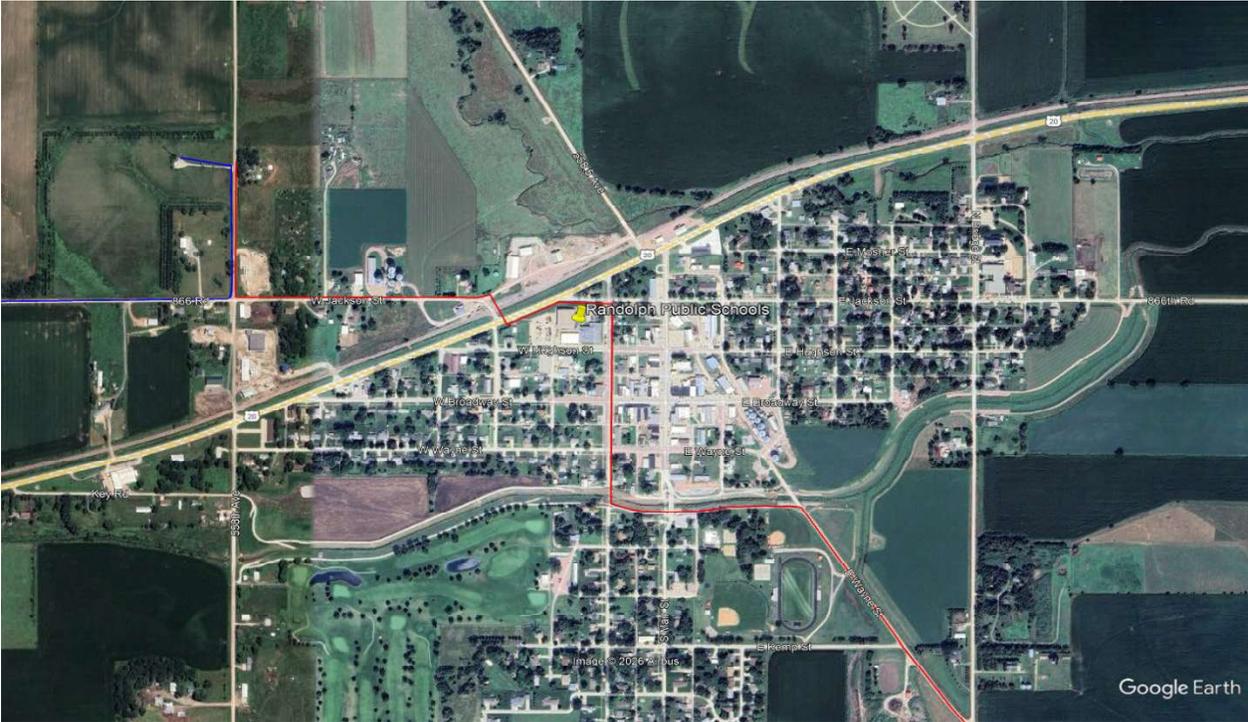
this Service Schedule. Credits will be granted only if Customer has afforded Viaero reasonable access to Customer's premises for appropriate repairs, maintenance, testing and any other work to remedy the cause of the Service Outage. The issuance of credits pursuant to this Section is Viaero's sole obligation and Customer's sole remedy for any failure or non-performance of Service under this Agreement. Service credits shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the Customer invoice.



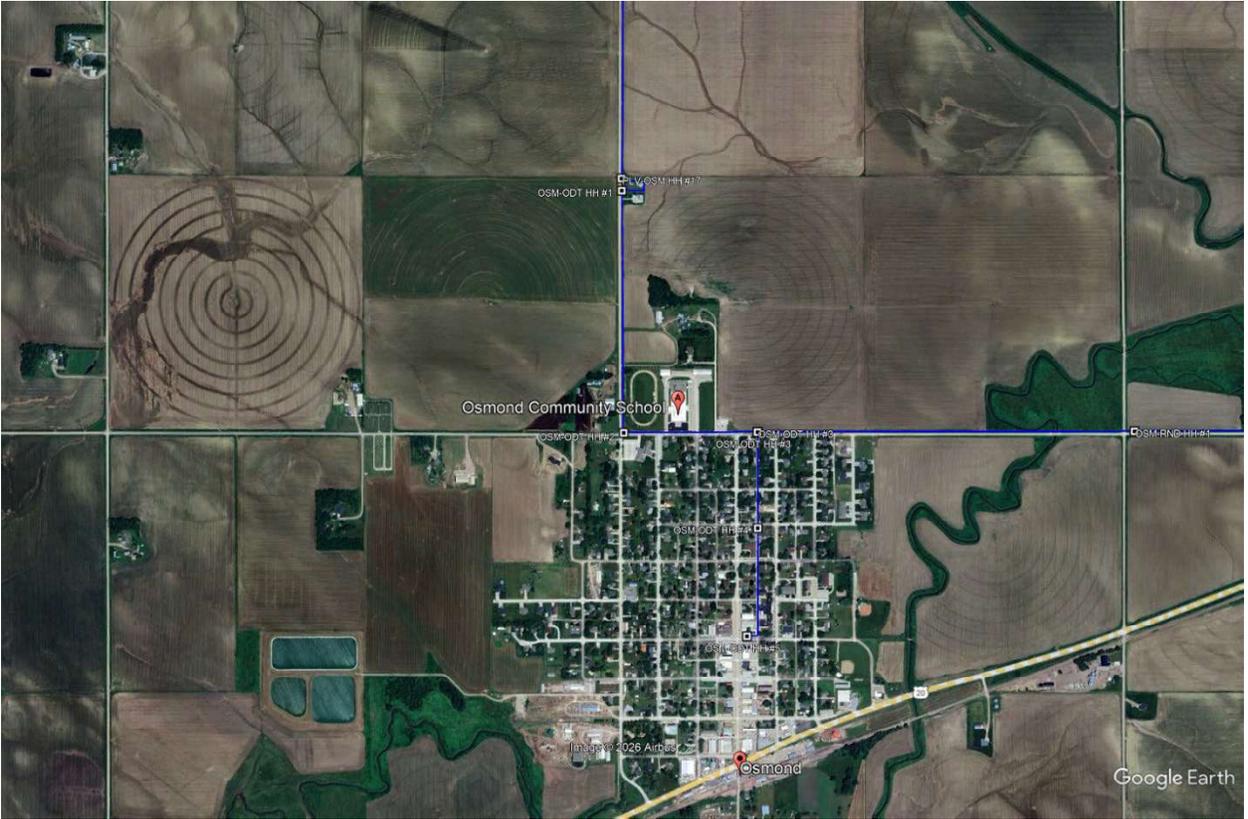
Property of Viaero Fiber

Fiber Backbone
 Primary Connection
 Secondary Connection

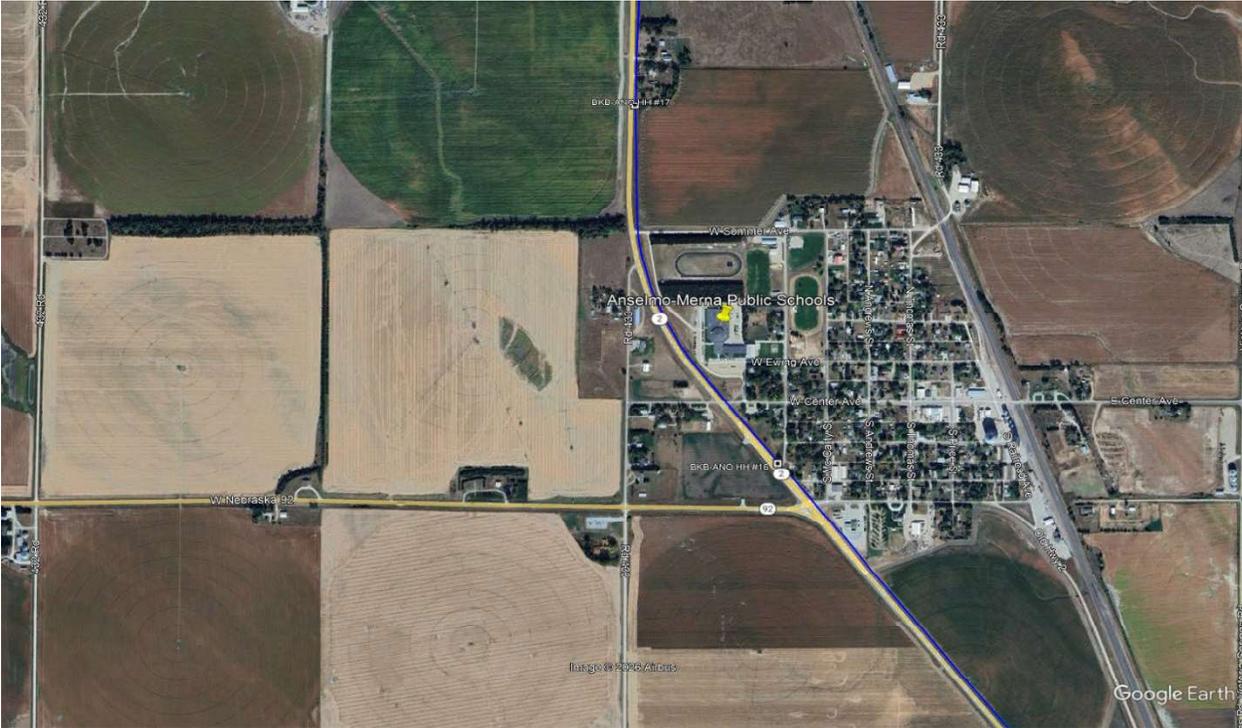
Randolph Public Schools



Osmond Community School



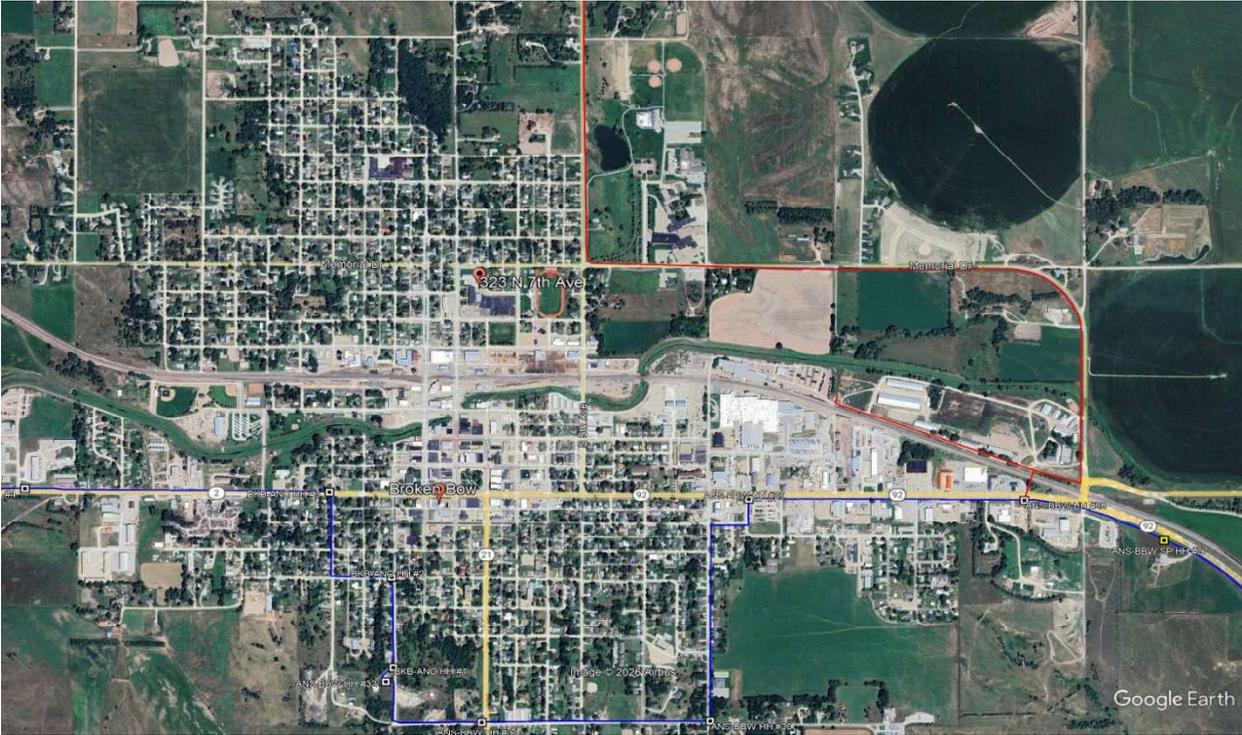
Anselmo-Merna Pubic Schools



Ansley Public Schools



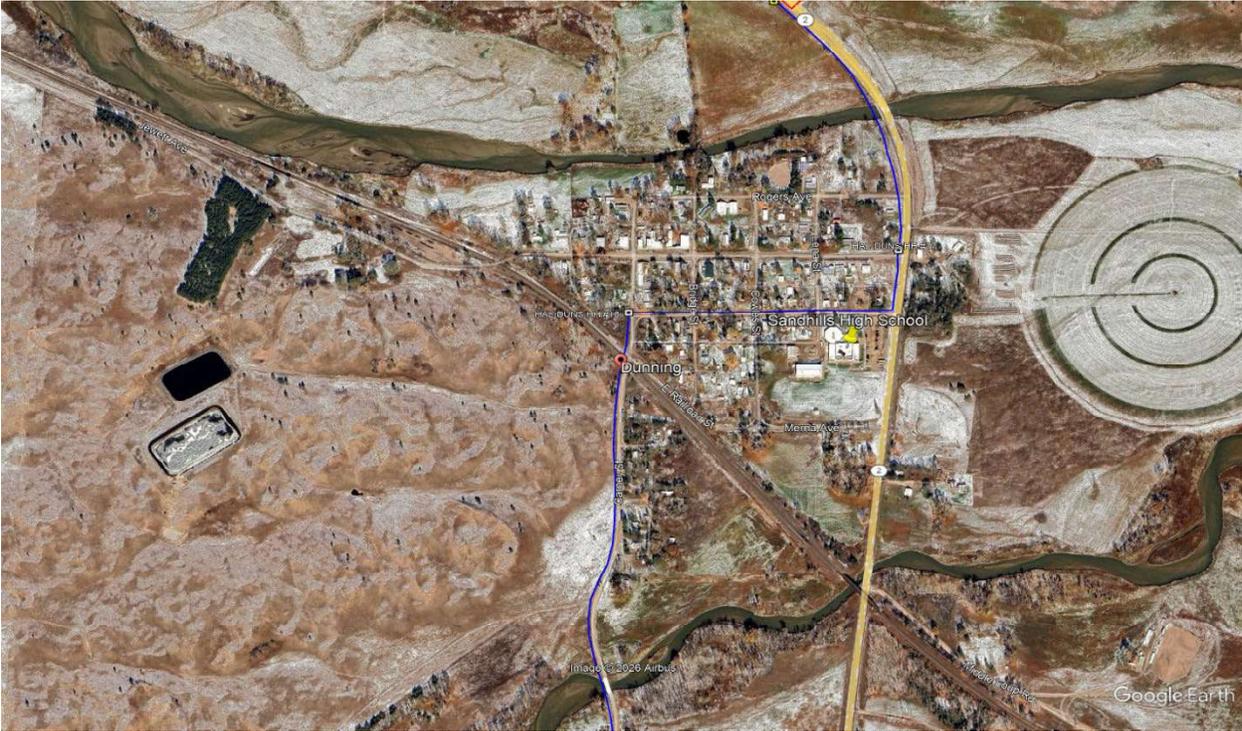
Broken Bow Public Schools



Burwell Jr Sr High School



Sandhills High Schools



Shelton Public Schools



STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do hereby certify that

VIAERO FIBER NETWORKS, LLC

**a Colorado limited liability company is authorized to transact business in
Nebraska;**

**all fees, taxes, and penalties due under the Nebraska Uniform Limited
Liability Company Act or other law to the Secretary of State have been paid;**

**the Company's most recent biennial report required by section 21-125 has
been filed by the Secretary of State;**

**the Secretary of State has not revoked the Company's Certificate of Authority
and has not filed a notice of cancellation.**

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

January 23, 2026



A handwritten signature in black ink, reading "Robert B. Evnen".

Secretary of State

Grant #	USAC Billed Entity Number	L.U.	BILLED ENTITY NAME FBIER SITE NAME	BANDWIDTH (Mbps) SEEKING	CIRCUIT TOPOLOG T- PICK ONE	CIRCUIT HANDOFF F- PICK ONE	Non- recuring Onsite		Total Monthly Recurring Onsite		Non- recuring Onsite		Total Monthly Recurring Onsite		Non- recuring Onsite		Total Monthly Recurring Onsite		Non- recuring Onsite		Total Monthly Recurring Onsite		Non- recuring Onsite		Total Monthly Recurring Onsite			
							PH, 1110 S. 67th, Room 106	PH, 1110 S. 67th, Room 106	Taxes and Fees	TOTAL 4th MONTH COST	PH, 1110 S. 67th, Room 106	Taxes and Fees	TOTAL 4th MONTH COST	PH, 1110 S. 67th, Room 106	Taxes and Fees	TOTAL 4th MONTH COST	PH, 1110 S. 67th, Room 106	Taxes and Fees	TOTAL 4th MONTH COST	PH, 1110 S. 67th, Room 106	Taxes and Fees	TOTAL 4th MONTH COST	PH, 1110 S. 67th, Room 106	Taxes and Fees	TOTAL 4th MONTH COST	PH, 1110 S. 67th, Room 106	Taxes and Fees	TOTAL 4th MONTH COST
E-RATE ELIGIBLE ENTITIES - K-12 SCHOOLS, DISTRICTS + EDU + LIBRARIES																												
EDUCATIONAL SERVICE UNIT 01																												
1	138673	1	RANDOLPH PUBLIC SCHOOLS RANDOLPH HIGH SCHOOL 207 N PIERCE BOX 757 RANDOLPH NE 68771-0755 KELL THELEN, 4023274262	Current Bandwidth = 500 500 1000	ELAN	New NNI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Contact info																												
4	138658	8	OSMOND PUBLIC SCHOOLS OSMOND HIGH SCHOOL 202 W PINE ST BOX 458 OSMOND NE 68735-0458	Current Bandwidth = 500 500 1000	ELAN	New NNI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Contact info																												
EDUCATIONAL SERVICE UNIT 08																												
1	138892	10	ANSELMO-MERNA PUBLIC SCHOOLS ANSELMO-MERNA HIGH SCHOOL 750 NORTH CONWAY ST MERNA, NE 68864-0068	Current Bandwidth = 200 200 400 500 1000	ELAN	New NNI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Contact info																												
6	138728	10	ANSLEY PUBLIC SCHOOLS ANSLEY HIGH SCHOOL 1124 CAMERON ST ANSLEY, NE 68814-0370	Current Bandwidth = 400 400 500 1000	ELAN	New NNI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Contact info																												
8	138737	10	BROKEN BOW PUBLIC SCHOOLS BROKEN BOW HIGH SCHOOL 323 N 7TH AVE BROKEN BOW, NE 68822-3718	Current Bandwidth = 600 600 1000 2000	ELAN	New NNI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Contact info																												
9	138747	10	BURWELL PUBLIC SCHOOLS BURWELL JR-SR HIGH SCHOOL 1391 1ST BURWELL, NE 68823-0670	Current Bandwidth = 400 400 500 1000	ELAN	New NNI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Contact info																												
10	138771	10	GRBSON PUBLIC SCHOOLS GRBSON HIGH SCHOOL 1030 COURT STREET GRBSON, NE 68840-7190	Current Bandwidth = 500 500 1000	ELAN	New NNI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Contact info																												
12	138794	10	LITCHFIELD PUBLIC SCHOOLS LITCHFIELD HIGH SCHOOL 1500 N MAIN STREET LITCHFIELD, NE 68852	Current Bandwidth = 300 300 400 500 1000	ELAN	New NNI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Contact info																												
15	138723	10	NORTHWEST PUBLIC SCHOOLS GRAND ISLAND NORTHWEST HIGH SCHOOL 2710 N NORTH ROAD GRAND ISLAND, NE 68803-1199	Current Bandwidth = 1000 1000 2000 3000 5000	ELAN	New NNI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Contact info																												
16	138818	10	RAVENNA PUBLIC SCHOOLS RAVENNA SENIOR HIGH 41700 CARTWAGE ROAD RAVENNA, NE 68869	Current Bandwidth = 300 300 500 1000	ELAN	New NNI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Contact info																												
17	138764	10	SANDHILLS PUBLIC SCHOOLS SANDHILLS HIGH SCHOOL AT DUNNING 107 GANDY AVE DUNNING, NE 68833-0000	Current Bandwidth = 100 100 300 500 1000	ELAN	New NNI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Contact info																												
19	138487	10	SHELTON PUBLIC SCHOOLS SHELTON HIGH SCHOOL 219 9TH STREET SHELTON, NE 68876	Current Bandwidth = 300 300 500 1000	ELAN	New NNI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Contact info																												
MUNICIPALITIES																												
22			STUHR MUSEUM STUHR MUSEUM - 3153 W HWY 34 3153 W HWY 34 GRAND ISLAND, NE 68801	Current Bandwidth = 5000 5000 10000	ELAN	New NNI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Contact info																												
23			STUHR MUSEUM REYNOLDS BUILDING 40 8235th N, 98.37564 W GRAND ISLAND, NE 68801	Current Bandwidth = 5000 5000 10000	ELAN	New NNI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Contact info																												
24			STUHR MUSEUM 1940 ROAD TO OWN - MEXICAN TLE 40.8175° N, 98.36964° W GRAND ISLAND, NE 68801	Current Bandwidth = 5000 5000 10000	ELAN	New NNI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Contact info																												
25			STUHR MUSEUM 1900 CLERY FARMSTEAD (SOUTH LOCATION) 40.7773° N, 98.37516 W GRAND ISLAND, NE 68801	Current Bandwidth = 3000 3000 10000	ELAN	New NNI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site Contact info																												