

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

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

**PLEASE READ CAREFULLY!  
SCOPE OF SERVICE**

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

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

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

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

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

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

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

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

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

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

## 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.

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| Initial<br> | <b>Bidder hereby acknowledges and accepts all Terms and Conditions within the solicitation section as written.</b> |
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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, a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
  - f. Vendor intentionally discloses confidential information,
  - g. Vendor has or announces it will discontinue support of the deliverable; and,
  - h. 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.

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| <small>Initial</small><br> | <b>Bidder hereby acknowledges and accepts all Vendor Duties within the solicitation section as written.</b> |
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#### 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.

| <b>REQUIRED INSURANCE COVERAGE</b>   |   |
|--|---|
| <b>COMMERCIAL GENERAL LIABILITY</b>  |   |
| 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>  |   |
| <b>WORKER'S COMPENSATION</b>   |   |
| Employers Liability Limits   | \$500K/\$500K/\$500K                                    |
| Statutory Limits- All States   | Statutory - State of Nebraska                           |
| Voluntary Compensation   | Statutory   |
| <b>COMMERCIAL AUTOMOBILE LIABILITY</b>   |   |
| 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  |
| <b>UMBRELLA/EXCESS LIABILITY</b>   |   |
| Over Primary Insurance   | \$5,000,000 per occurrence                              |
| <b>PROFESSIONAL LIABILITY</b>  |   |
| 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                       |
| <b>COMMERCIAL CRIME</b>  |   |
| Crime/Employee Dishonesty Including 3rd Party Fidelity   | \$1,000,000   |
| <b>VENDOR'S POLLUTION LIABILITY</b>  |   |
| Each Occurrence/Aggregate Limit  | \$2,000,000   |
| Includes Non-Owned Disposal Sites  |   |
| <b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>   |   |
| "Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."  |   |
| <b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>   |   |
| "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](mailto: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.

|  |  |
|--|--|
| <p style="font-size: small; margin: 0;">Initial</p> <p style="font-size: large; margin: 0;">SP</p> | <p><b>Bidder hereby acknowledges and accepts all Payment clauses within the solicitation section as written.</b></p> |
|--|--|

**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 Intent to Award has 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):**  143030766

**C. NETWORK TOPOLOGY**

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

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

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

**IMPORTANT NOTES:**

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

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

Initial  
SP

                     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 are present, as well as future, benchmarks for technological advancement.

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\_\_\_\_\_ 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.

SP

\_\_\_\_\_ 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.

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\_\_\_\_\_ 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.

SPB 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.

SPB 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](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. <sup>Initial</sup> 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.

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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.~~

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           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.

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           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](mailto:noc@nebraska.edu), and [its-carrier-notifications@lists.nebraska.edu](mailto: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.

<sup>Initial</sup>  
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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.

<sup>Initial</sup>  
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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.

<sup>Initial</sup>  
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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              |
| <b>Total</b>  |           |                |                |                               | <b>\$139,473.60</b>      |
| 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. |           |                |                |                               |                          |

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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.

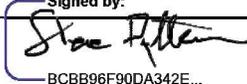
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_\_ 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:             | <b>Windstream Services, LLC (a Uniti company),</b>  |
| ADDRESS:             | <b>1440 M St., Lincoln, NE 68508</b>  |
| PHONE:               | <b>859-357-6000</b>   |
| EMAIL:               | <b>stephen.patterson@uniti.com</b>  |
| BIDDER NAME & TITLE: | <b>Steve Patterson-Director III-Acct Dev-Strat</b>  |
| SIGNATURE:           | Signed by:<br><br>BCBB96F90DA342E... |
| DATE:                | <b>1/23/2026</b>  |

| VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION<br>(IF DIFFERENT FROM ABOVE) |                                      |
|--|--------------------------------------|
| NAME:  | <b>Stephanie Robbins</b>             |
| TITLE:   | <b>Director, WE SLED Development</b> |
| PHONE:   | <b>727-410-1838</b>                  |
| EMAIL:   | <b>stephanie.robbins@uniti.com</b>   |



**Educational Service  
Unit No. 10**

**State of Nebraska**

**UNITI SOLUTIONS  
PROPOSAL FOR WAN**

Kelly Rowlands  
Procurement Contracts Officer  
[as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

Brooke Haug  
Strategic Acct Director II  
[brook.haug@uniti.com](mailto:brook.haug@uniti.com)  
417-877-8827

**498 ID/SPIN: 143030766**

RFP: WANcircuits\_2026  
470 # 260010997  
Due Date: January 23, 2026

# TABLE OF CONTENTS

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**Attachment :124043 05 Kinetic Business by Windstream Services LLC (a Uniti company) 1 of 4**

Cover Letter.....3

Executive Summary ..... 4-5

Meet your dedicated team .....6

Scope of Work and Visio.....7-11

Trouble Ticket Process ..... 12-13

Uniti Data Products Service Level Agreement..... 14-22

USAC Addendum to Service T’s and C’s E-Rate Program .....23-24

**Attachment :124043 05 Kinetic Business by Windstream Services LLC (a Uniti company) 2 of 4**

RFP Response ..... 1-27

Contractual Agreement Form ..... 28

**Attachment :124043 05 Kinetic Business by Windstream Services LLC (a Uniti company) 3 of 4**

Cost Sheet..... 29

**Attachment :124043 05 Kinetic Business by Windstream Services LLC (a Uniti company) 4 of 4**

Addendum One ..... 30

# COVER LETTER

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State of Nebraska  
Attn: Kelly Rowlands, Procurement Contracts Officer  
1526 K Street, Suite 130  
Lincoln, NE 68508

January 23, 2026

Dear Ms. Rowlands,

Thank you for allowing us the opportunity to propose a solution for State of Nebraska (ESU #10). We are excited about the possibility of working with the district to enhance your INTERNET/LIT FIBER CONNECTIVITY/SECURITY services, ensuring that the faculty, students, and staff of [clientnameabbreviation] operate at peak efficiency and reliability.

Uniti Solutions is pleased to provide high-performance network solutions and award-winning connectivity services. Our portfolio includes a range of internet and connectivity options designed for seamless communication and data transfer. We understand that downtime is not an option for [clientnameabbreviation], and our network is built with redundancy and reliability, backed by industry-leading Service Level Agreements (SLAs). In today's digital age, security is paramount, and we offer advanced solutions to protect your network from threats, ensuring data safety and integrity.

Thank you for considering Uniti Solutions as your service provider. We look forward to presenting our proposal in detail and discussing how we can contribute to the success of (ESU #10). Our goal is to enhance your educational environment and unlock your district's full potential.

Please do not hesitate to contact me directly at 417-877-8827 if you have any questions or need further information.

Regards,

*Brooke Haug*

Strategic Acct Director II  
Uniti Solutions  
brook.haug@uniti.com  
417-877-8827

# EXECUTIVE SUMMARY

## Count on us

Uniti Solutions is your go-to partner for top-tier network solutions and connectivity services designed to elevate the educational experience and operational efficiency of school districts and libraries.

**Our mission is simple: Connect people and empower businesses in a world of infinite possibilities.** And there's no better way to bring this mission to life than by empowering the curious minds of students and faculty at [clientnameabbreviation] through the power of connectivity.

Since 1998, we have had a proven history of successful completions of large and complex E-Rate-funded construction projects, on time and on budget. We manage all phases of the customer relationship, including construction management, network reliability, technical assistance, and customer service to facilitate a long-term partnership with our customer. Our collaborative efforts have resulted in over *one million* students across hundreds of entities receiving a top-notch learning experience through advanced Uniti Solutions communications funded by the E-Rate program.

|  |   |  |
|--|---|--|
| <br><b>26 years</b><br>E-Rate certified | <br><b>1,000,000+</b><br>students who have benefitted from E-Rate projects | <br><b>200+</b><br>institutions served nationwide |
|--|---|--|

As your local communications partner, Uniti Solutions is deeply rooted in the communities we serve—because our employees and their families live, work, and learn in these very communities.

In both urban and rural areas, our commitment to bringing cutting-edge fiber-based solutions to homes, businesses, libraries, and school campuses is unmatched. Our suite of services ensures smooth communication, robust security, and dependable connectivity, all tailored to the unique needs of [clientnameabbreviation].

With Uniti Solutions, [clientnameabbreviation] can count on a true partner. We serve customers across our 18-state footprint with over 170,000 miles of fiber network. In 2021, we committed to a \$2 billion incremental capital investment in fiber expansion over five years. We expect this infrastructure project to be completed by 2026. With over [150] local offices, we have response teams right in your backyard, ready to take action if you need assistance.



While many service providers prioritize the largest markets, Uniti Solutions stands apart. We focus our efforts on smaller cities and rural areas. With our comprehensive reach of high-bandwidth, fiber-based communication networks and unmatched local presence, we offer the value of hands-on service combined with technological expertise. We know you and understand your needs because we are right here with you, ready to help whenever you need us.

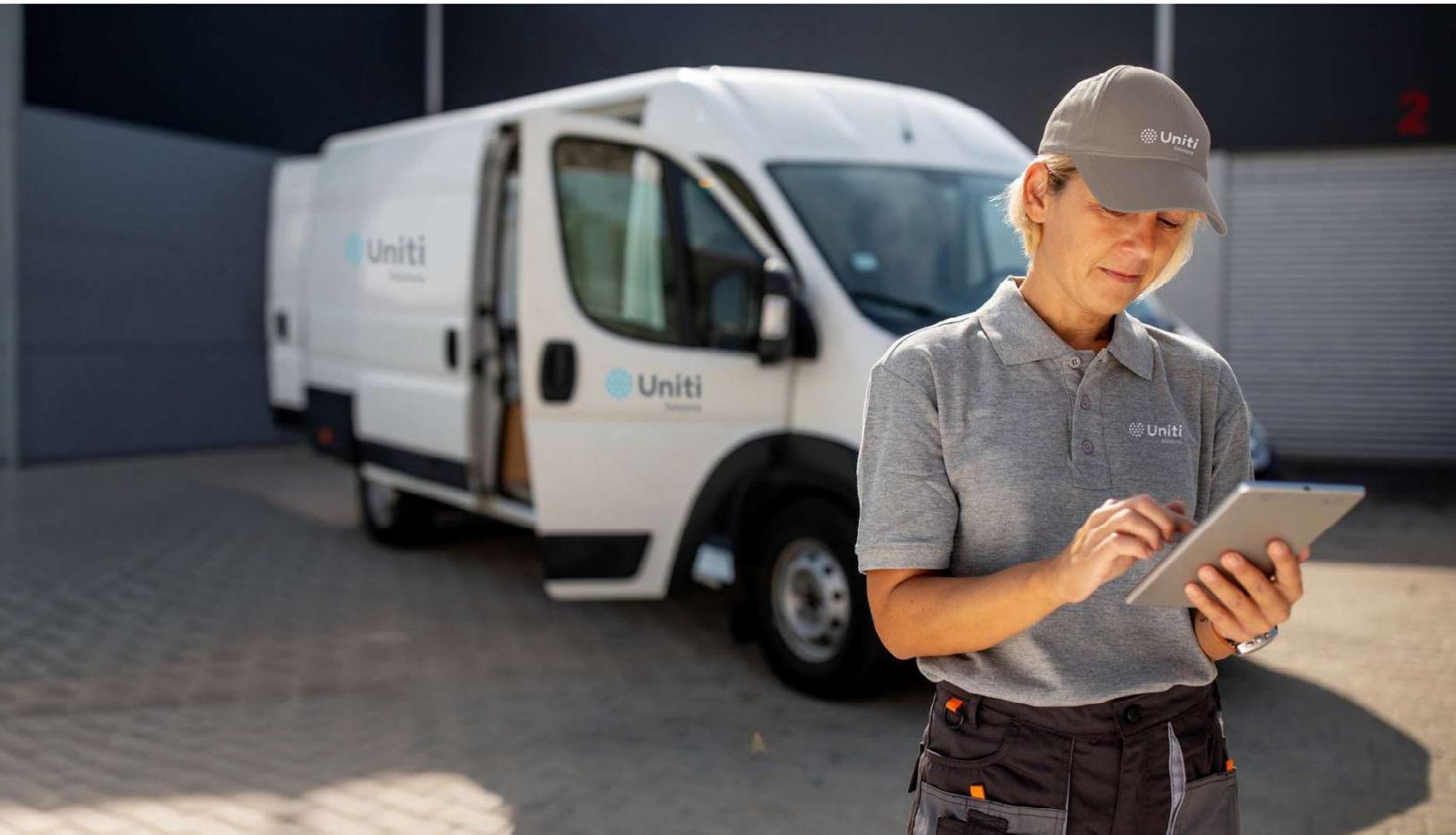
Named  
one of the  
Best High-Speed  
Rural Internet  
Providers for 2023  
-CNET

## MEET YOUR DEDICATED TEAM

---

The dedicated Uniti Solutions team that will be assisting [clientnameabbreviation] through every step of the process from this point forward, through installation and ongoing support, will consist of the following members:

- **Brook Haug – Strategic Acct Director II:** Dedicated contact for sales
- **Bill Ziegenhagen – Strategic Sales Engineer (SE):** Dedicated engineering support for solution design
- **Aaron Blevins – Customer Advocate:** Dedicated contact for support, including bill reviews, service ticket escalation, and ongoing account reviews
- **Kim Ramsey – Government Program Manager:** Dedicated contact for all E-Rate and RHC questions
- **Jocelyn Breau-Kneeland – Sales Director:** Point of escalation for all other titles



# SCOPE OF WORK + PRICING

---

## **Statement of Work (SOW)**

### Overview

Kinetic Business/Uniti will provide VLS services for the following locations:

#### Village of Fairmont:

- A Loc: Fairmont Public Library, 600 F St, Fairmont, NE 68354
- Z Loc: 901 N 17<sup>th</sup>, Roo, 203, Lincoln, NE
- Bandwidth Options: 5G, 10G

#### Southeast Community College:

- A Loc: Southeast Community College – Lincoln, 8800 O St, Lincoln, NE 68520
- Z Loc: 901 N 17<sup>th</sup>, Room 203, Lincoln, NE
- Bandwidth Options: 200M, 300M, 500M, 1G

#### Educational Service Unit 3:

- A Loc: ESU 3 Data Center, 6949 S 110<sup>th</sup> Street, La Vista, NE 68128
- Z Loc: NCC – Nebraska Colocation Center, 1623 Farnam, Ste 500, Omaha, NE 68120
- Bandwidth Options: 10G/100G

### Additional:

#### Demarcation and Handoff

- Demarcation: Uniti will install and provide a fiber Network Interface Device (NID) as the service demarcation point at the customer premises.

#### Customer Responsibilities

- LAN-side equipment, configuration, and management beyond the demarcation point are the responsibility of State of Nebraska.
- Power availability at the NID location, and environmental readiness (e.g., rack space) are to be provided by the customer.

**SON SE Community College**

**Quote 2947580**

**8800 O Street, Lincoln, NE 68520-1227**

| Recurring charges     | Amount   | ASF    | State Sales Tax | Local Sales Tax | NE USF | Local B & O Tax | FUSF  |   |
|-----------------------|----------|--------|-----------------|-----------------|--------|-----------------|-------|---|
| Ethernet Access 5 Gb  | 299.00   |        | 17.10           | 5.44            | 20.78  | 11.96           |       |   |
| VLS - 5 Gb Intrastate | 1,099.00 |        | 62.86           | 20.00           | 76.38  | 43.96           |       |   |
|                       |          | 251.64 | 4.87            | 1.55            | -      | 3.41            | 11.16 |   |
|                       | 1,398.00 | 251.64 | 84.83           | 26.99           | 97.16  | 59.33           | 11.16 | - |

**SON SE Community College**

**Quote 2948964**

**8800 O Street, Lincoln, NE 68520-1227**

| Recurring charges      | Amount   | ASF    | State Sales Tax | Local Sales Tax | NE USF | Local B & O Tax | FUSF  |   |
|------------------------|----------|--------|-----------------|-----------------|--------|-----------------|-------|---|
| Ethernet Access 10 Gb  | 499.00   |        | 28.54           | 9.08            | 34.68  | 19.96           |       |   |
| VLS - 10 Gb Intrastate | 1,475.00 |        | 84.37           | 26.85           | 102.51 | 59.00           |       |   |
|                        |          | 355.32 | 6.88            | 2.19            | -      | 4.81            | 15.76 |   |
|                        | 1,974.00 | 355.32 | 119.79          | 38.12           | 137.19 | 83.77           | 15.76 | - |

**SON Fairmont Public Library**

**Quote 2947582**

**600 F-Jefferson Street, Fairmont, NE 68354-4064**

| Recurring charges       | Amount | ASF   | State Sales Tax | Local Sales Tax | NE USF | Local B & O Tax | FUSF |   |
|-------------------------|--------|-------|-----------------|-----------------|--------|-----------------|------|---|
| Ethernet Access 200 Mb  | 99.00  |       | 6.88            |                 | 5.45   |                 |      |   |
| VLS - 200 Mb Intrastate | 190.00 |       | 10.45           |                 | 13.21  |                 |      |   |
|                         |        | 52.02 | 0.97            | -               | -      | -               | 2.31 |   |
|                         | 289.00 | 52.02 | 18.30           | -               | 18.66  | -               | 2.31 | - |

**SON Fairmont Public Library**

**Quote 2949258**

**600 F-Jefferson Street, Fairmont, NE 68354-4064**

| Recurring charges       | Amount | ASF   | State Sales Tax | Local Sales Tax | NE USF | Local B & O Tax | FUSF |   |
|-------------------------|--------|-------|-----------------|-----------------|--------|-----------------|------|---|
| Ethernet Access 1000 Mb | 99.00  |       | 6.88            |                 | 5.45   |                 |      |   |
| VLS - 1 Gb Intrastate   | 440.00 |       | 24.20           |                 | 30.58  |                 |      |   |
|                         |        | 97.02 | 1.81            |                 |        |                 | 4.30 |   |
|                         | 539.00 | 97.02 | 32.89           | -               | 36.03  | -               | 4.30 | - |

**SON Fairmont Public Library**

**Quote 2949256**

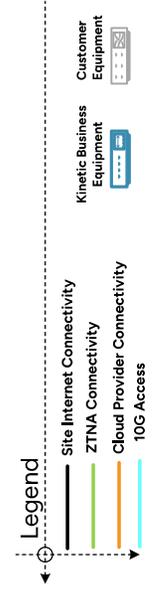
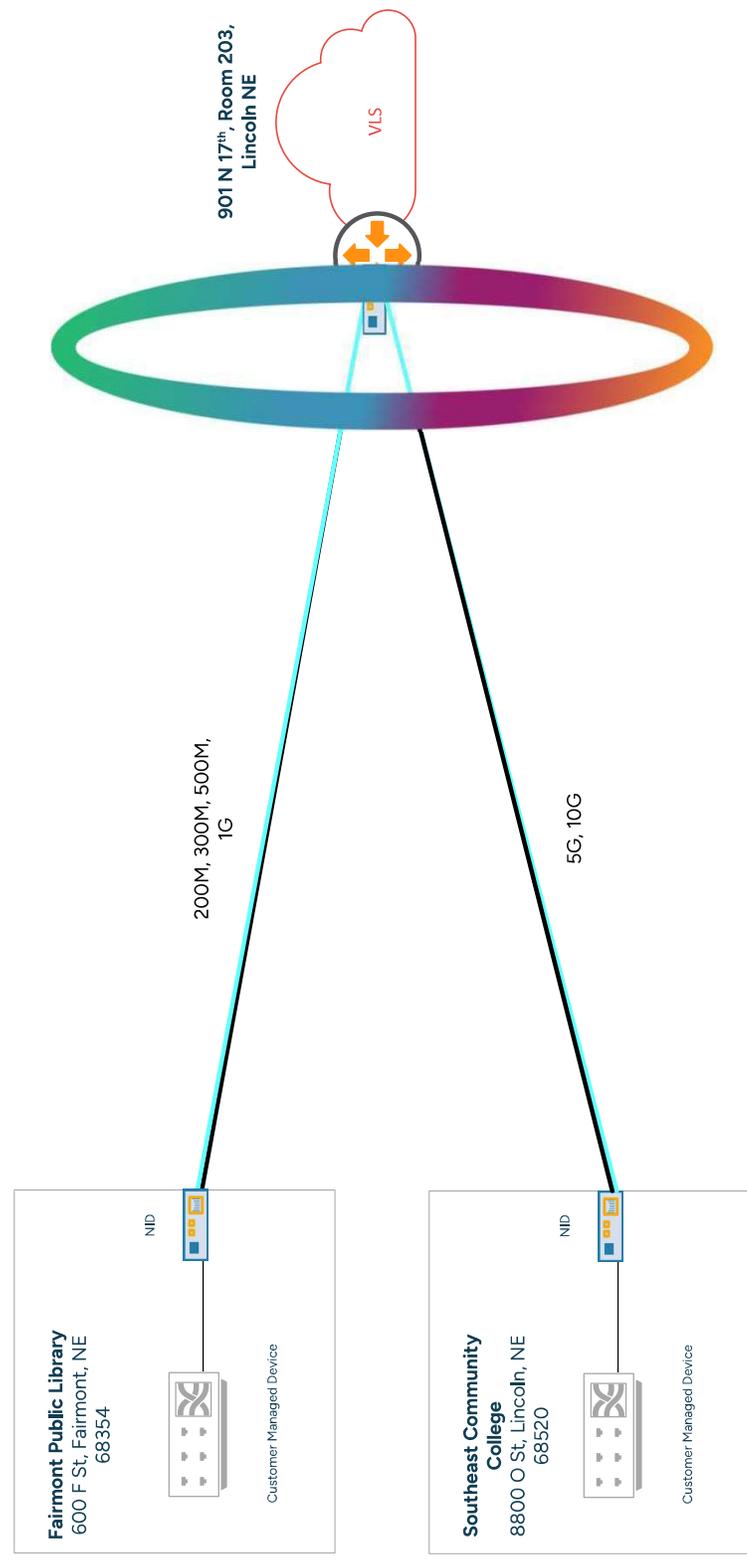
600 F-Jefferson Street, Fairmont, NE 68354-4064

| Recurring charges       | Amount | ASF   | State     | Local     | Local B & O |     |      |   |
|-------------------------|--------|-------|-----------|-----------|-------------|-----|------|---|
|                         |        |       | Sales Tax | Sales Tax | NE USF      | Tax | FUSF |   |
| Ethernet Access 500 Mb  | 99.00  |       | 6.88      |           | 5.45        |     |      |   |
| VLS - 500 Mb Intrastate | 300.00 |       | 16.50     |           | 20.85       |     |      |   |
|                         |        | 71.82 | 1.34      |           |             |     | 3.19 |   |
|                         | 399.00 | 71.82 | 24.72     | -         | 26.30       | -   | 3.19 | - |

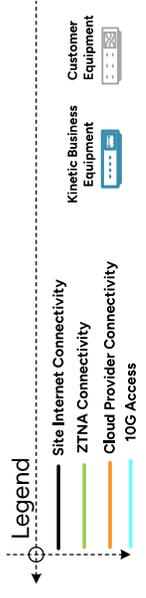
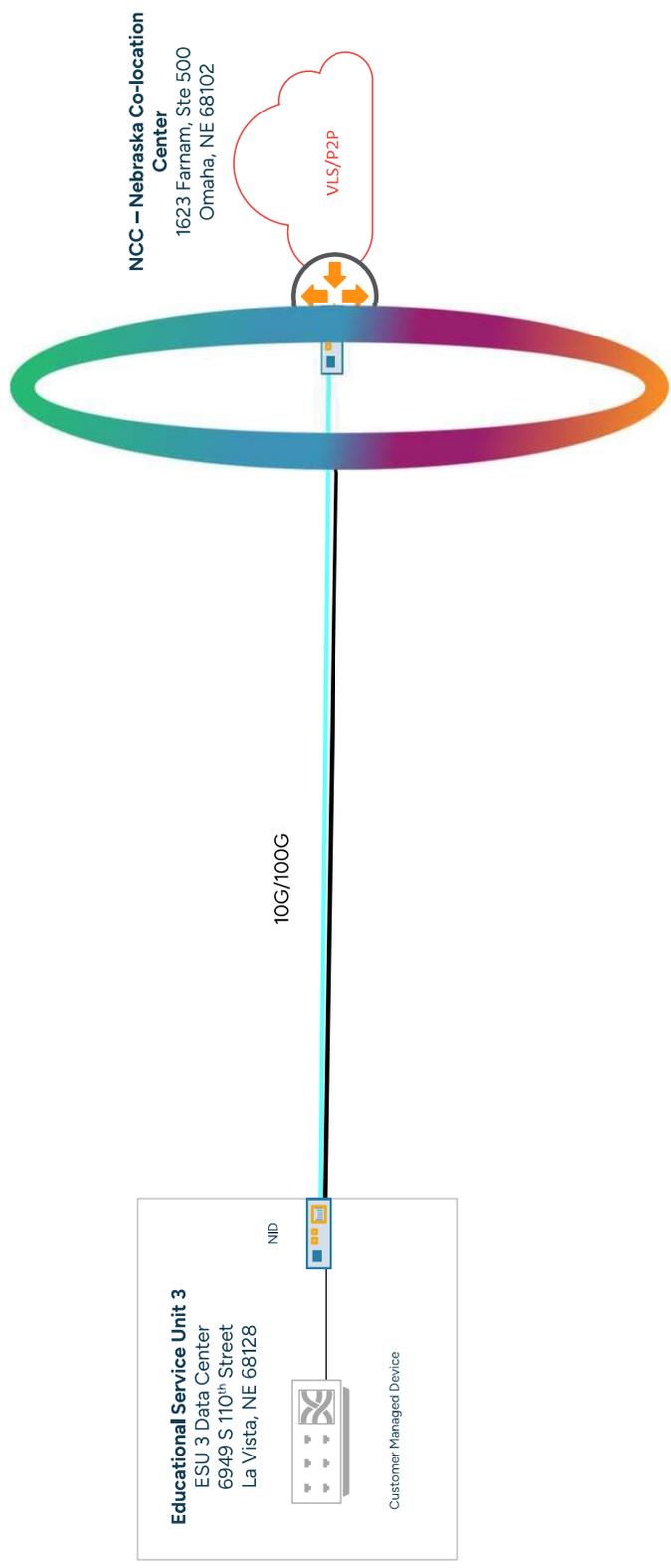
**Note: This is an estimate and is subject to change based on changes in pricing, products, exemption status, and billing platforms.**

**This quote was calculated using the RevChain billing platform. Customer is responsible for actual taxes billed.**

**This quote was calculated assuming the MPLS VPN circuit is intrastate. The customer will be required to certify the circuit as intrastate or interstate through the jurisdictional traffic certification form. If the circuit is interstate, FUSF will apply to the full MRC.**



|                           |          |
|---------------------------|----------|
| kinetic Sales Engineering |          |
| Bill Ziegenhagen          | V1       |
| Strategic Sales Engineer  | 1-9-2026 |



|  |          |
|--|----------|
| kinetic Sales Engineering                    |          |
| Bill Ziegenhagen<br>Strategic Sales Engineer | V1       |
|  | 1-9-2026 |

## TROUBLE TICKET PROCESS

---

Trouble tickets are typically initiated by a customer via the U Connect app or a call to the Uniti Solutions Repair (USR) Center. Uniti Solutions personnel, other carriers, or a customer's vendor can also initiate calls.

A trouble ticket is opened for each call with a ticket number assigned. Service Technicians taking trouble calls are highly trained and are familiar with all products. A lead US Center technician then analyzes the trouble ticket and initiates action. The lead technician then takes the following steps:

- Performs triage on the issue and may contact the customer to gather more detail as needed.
- Assigns a USR Center technician to work the trouble further through resolution.

Once assigned, the USR Center technician commences a trouble resolution process based on the nature of the issue and the priority assigned. This process includes some or all of the following steps:

- Circuit testing from the Uniti Solutions Central Office to the customer's premises
- Trouble analysis with the Uniti Solutions Central Office and other departments
- Testing with other carriers and last-mile providers
- Ongoing circuit monitoring

Based on the priority assigned, the USR Center technician must resolve the service issue or commence escalation within the timeframe associated with that priority.

Escalation includes some or all of the following:

- Notification of the lead USR Center technician as to the status of the trouble.
- Escalation with the involved carrier or vendor – detailed testing and escalation procedures are in place with all carriers utilized by Uniti Solutions, if applicable.
- Engagement of additional internal resources as may be required.
- Initiation of conference calls and vendor meets as may be required.
- Involvement of Uniti Solutions senior management based on the severity of the service issue.

On a daily basis, USR Center management reviews all open trouble tickets to determine what additional corrective action or resources are required. The priority system is utilized as a guideline for escalation and allocation of resources. All service calls, regardless of priority assigned, are addressed within the overall trouble ticket resolution process. Priority assignment drives escalation timeframes and assists the lead Uniti Solutions Repair Center technician in the allocation of resources.

Throughout the trouble ticket resolution process, customers have access to Uniti Solutions personnel for both status and escalation via phone or online in the U Connect customer portal. Follow-up calls into repair can be placed to obtain the current status of a trouble ticket.

Customers can also speak directly with the USR Center technician working on a trouble ticket.

If a customer is not satisfied with the progress or information provided, they are encouraged to utilize the provided escalation list for the USR Center.

### Trouble Definitions

- **Out of Service:** Any product line that Uniti Solutions provides to a customer that is completely out of service.
- **Service Affecting:** Any degradation of service of a customer-purchased Uniti Solutions product.

### Uniti Solutions Repair Center Response and Status Intervals

- **Out of Service:** Uniti Solutions will review the trouble ticket, and our USR Center's goal is to provide initial status to out-of-service trouble tickets within 30 minutes (or within agreed-upon time with both parties) of the trouble ticket being opened by a customer. Customers experiencing an out-of-service condition will typically be given status every hour or upon status change. Internal and external escalations will begin within the first hour and continue up every hour.
- **Service Affecting:** Uniti Solutions will review the trouble ticket, and our USR Center's goal is to provide initial status to service-affecting troubles within two hours (or within agreed-upon time with both parties) of the trouble ticket being opened by a customer. Customers experiencing service-affecting conditions will typically be given status every four hours or upon status change. Internal and external escalations will begin within two hours and continue up every two hours.

Uniti Solutions adheres to all industry standards for network performance and restoration. The goal for Mean Time to Repair on a down connection is four hours or less. The time to repair is calculated from the time trouble recognition is reported to the USR Center through various means, including automated network monitoring or customer notification to the time the issue has been resolved. Uniti Solutions does not have a maximum time to repair because we do not consider a ticket closed until directed by our customer, even if it has been determined to be an issue out of the realm of responsibility of Uniti Solutions. This is to ensure the highest customer satisfaction. All remedies for interruptions in a service are set forth in the Uniti Solutions SLA and applicable schedule(s).



This Service Level Agreement (“SLA”) only applies to the Uniti data services mentioned herein (each, a “Service” and collectively, the “Services”) and is offered as part of networking services provided by the applicable Uniti company. The SLA does not apply to any applications or enhanced telecommunications services, third-party provided local access circuits, equipment sales and related maintenance services, or any other services provided by a Uniti company or any third-party provider. The SLA is effective as of the first day of the first whole calendar month after the initial installation of a Service. In no event shall any obligation for a service credit arise under this SLA until such time as a Service is fully installed and operational.

This SLA shall be deemed an addendum to either the written contract executed by the parties or the Uniti Online Service Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Uniti and current in Customer’s obligations.

## 1 Uniti Data Services

The Services covered under this SLA are Uniti Enterprise (i) Internet Service, (ii) MPLS Networking Services (includes IP Virtual Private Network (“IP VPN”), Switched Ethernet, Dynamic IP (“DYIP”), and Virtual PBX) and (iii) Wavelength Services, and Kinetic Business (iv) Always On. Services may be referenced individually in this SLA by the noted abbreviations. Collectively, the term “Services” as used in this SLA refers to any of the qualifying Internet Service, MPLS Networking Services, Wavelength Services and Always On services, but does not refer and shall not be interpreted as referring to other services offered by Uniti or any third-party provider. Services under this SLA shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Uniti and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to Service credits, this SLA shall govern.

### 1.1 MPLS Networking Services

The performance of Uniti’s network for purposes of measuring MPLS Networking Services deliverables under this SLA is measured through Service Availability and IP transmission latency, packet loss, and jitter. These individual metrics are defined in Section 3 below and collectively may be referenced in this SLA as “Network Performance Metrics.” Service Availability is measured as follows:

- For Uniti-contracted local access circuit (referenced in Figure 1): Between, but not including, the two (2) Customer Edge devices (“CE”) at the Customer locations and including across Uniti’s core network (between the two (2) Uniti Points of Presence (POPs)).
- For third-party local access circuit (referenced in Figure 2): Across Uniti’s core network (between the two (2) Uniti POPs).

Latency, packet loss, and jitter are measured across Uniti’s network, between the two (2) Uniti POPs (Referenced in both Figures 1 and 2 below).

Uniti’s network management system is the sole and conclusive measurement system for purposes of the SLA regarding Network Performance Metrics.

Figure 1

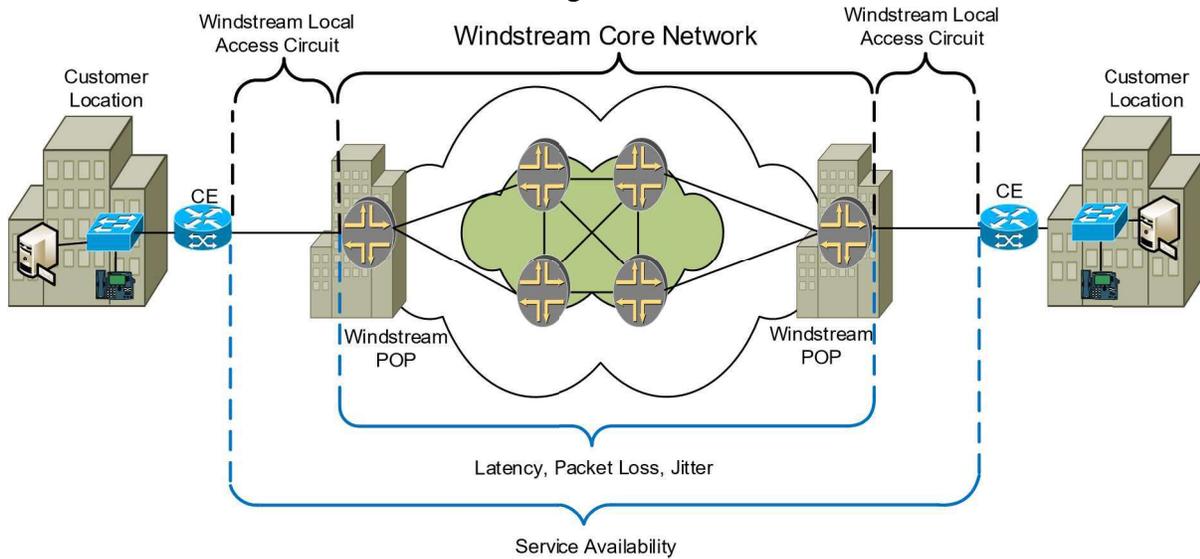
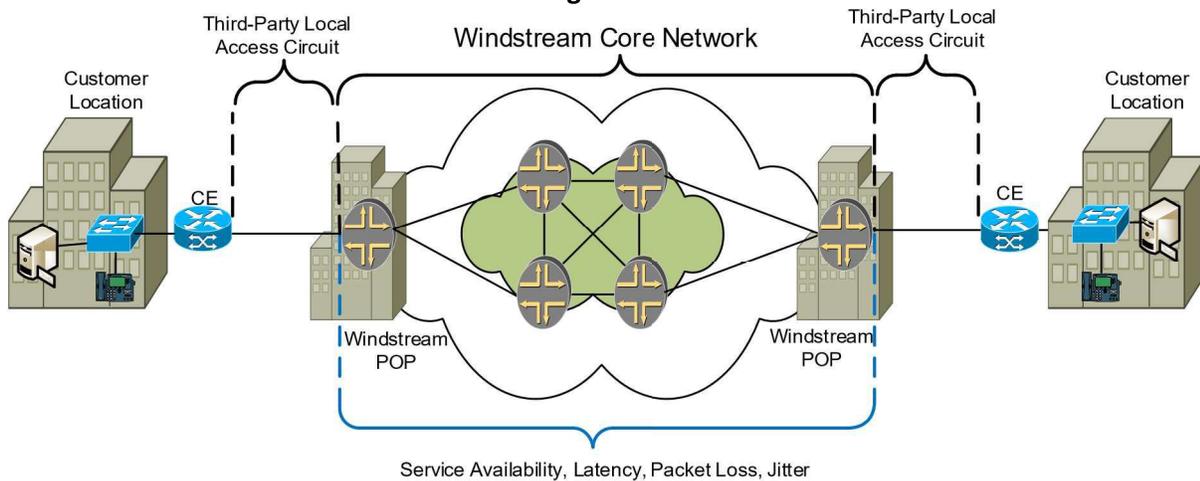


Figure 2



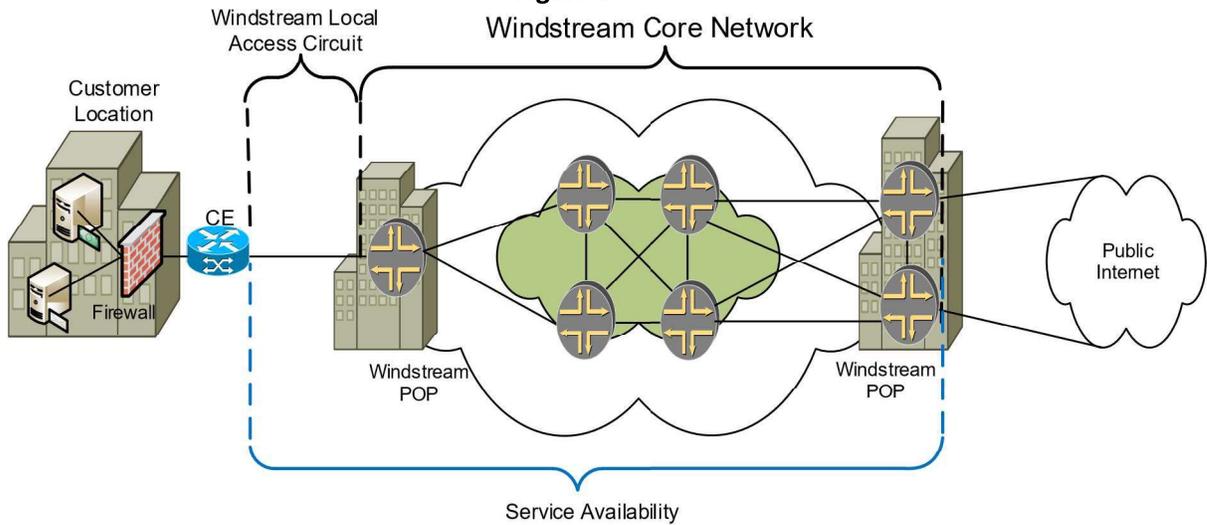
1.2 Internet Service, Always On and Wavelength Services

The performance of Uniti’s network for purposes of measuring Internet Service, Always On and Wavelength Services deliverables under this SLA is measured through Service Availability, which is measured as follows:

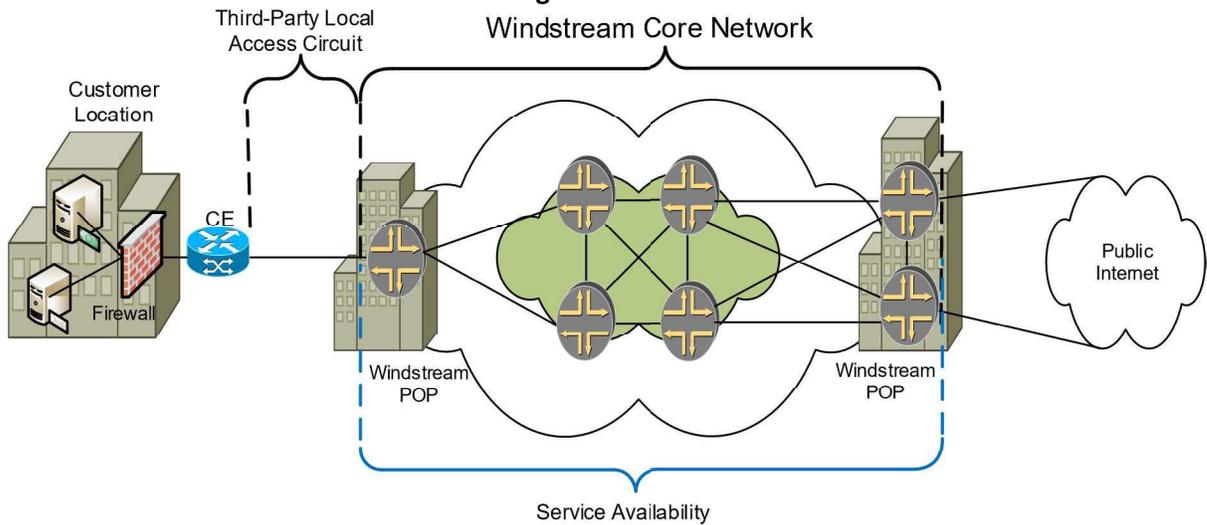
- For Uniti-contracted local access circuit (referenced in Figure 3): Across Uniti’s core network (between the two (2) Uniti POPs) and up to the CE at the Customer location, but not including the CE.
- For third-party local access circuit (referenced in Figure 4): Across Uniti’s core network (between the two (2) Uniti POPs).

Uniti’s network management system is the sole and conclusive measurement system for purposes of this SLA regarding Service Availability.

**Figure 3**



**Figure 4**



## 2 Definitions

### 2.1 Service Outage:

A Service Outage is defined as the complete unavailability of a Service during any unscheduled period of time. Any Service Outage resulting for any of the below reasons are collectively referred to as "Exclusions". Exclusions are not considered Service Outages for purposes of this SLA and Uniti is not responsible for failure to meet performance objectives arising from such Exclusions:

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;
- Actions, failure to act or delay by Customer or others authorized by or acting on behalf of Customer to use the Service;
- Failure of power, equipment, services or systems not provided by Uniti;



## Uniti Data Products Service Level Agreement

- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network);
- Failure of Customer to afford Uniti or its agents access to the premises where local access circuit lines associated with the Service are terminated;
- Election by Customer not to release the Service for testing and/or repair during which time Customer continues to use Service;
- Cable cuts or equipment damage caused by a third party;
- Maintenance activities (including scheduled and emergency) as set forth in Section 5 of this SLA;
- Implementation of a Customer order that requires Service interruption;
- Failure to report a Service Outage to Uniti or reporting of a trouble where no trouble was found;
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Uniti's reasonable control; and
- Failure of equipment or systems responsible for network measurements.

### 2.2 *Uniti Point of Presence (POP):*

Physical location of Uniti router at the edge of Uniti's core network that faces the Customer Edge and delivers private data and/or Internet Services to Customer's network.

### 2.3 *Customer Edge (CE):*

CE refers to Customer's router at Customer's premises that is connected to the Uniti core network via Uniti-contracted local access circuit or third-party local access circuit.

### 2.4 *Quality of Service (QoS):*

QoS is the ability to provide different priority to different applications, users, or data flows, or to offer a certain level of performance for data flows. For example, a required bit rate, latency, jitter, packet loss probability and/or bit error rate may be offered by Uniti to Customer. To determine what QoS level applies to a Service, Customer either must select from the following QoS classes of service or subscribe to a Service that is defaulted into one or more QoS classes. The Uniti QoS classes are identified as:



| Current QoS Service Level Name | Former QoS Service Level Name | Description  |
|--------------------------------|-------------------------------|--|
| Expedited Forwarding           | Real Time                     | This class of service delivers premium QoS to a customer's location and is optimized for low latency and low jitter performance required for voice communications. All managed VoIP services are defaulted into Expedited Forwarding QoS. The traffic in this queue can NOT exceed the percentage assigned to this queue (even if bandwidth is available from other queues).   |
| Assured Forwarding 4           | N/A                           | This class of service provides the highest priority treatment for data. Intended for applications with high business value requiring large bandwidth allocations and/or lower latency such as interactive video conferencing, streaming video. The traffic in this queue can exceed the percentage assigned to this queue if bandwidth is available from other queues. Traffic exceeding the assigned percentage is given the class's expected treatment if bandwidth is available from other queues.        |
| Assured Forwarding 3           | Mission Critical Data         | This class of service provides the next highest priority treatment for data. Intended for applications with high business value requiring large bandwidth allocations such as credit card transactions, and ERP applications like SAP and PeopleSoft. The traffic in this queue can exceed the percentage assigned to this queue if bandwidth is available from other queues. Traffic exceeding the assigned percentage is given the class's expected treatment if bandwidth is available from other queues. |
| Assured Forwarding 2           | N/A                           | This class of service is typically applied to transactional and low latency data such as email. The traffic in this queue can exceed the percentage assigned to this queue if bandwidth is available from other queues. Traffic exceeding the assigned percentage is given the class's expected treatment if bandwidth is available from other queues.   |
| Assured Forwarding 1           | Business Critical Data        | This class of service is typically assigned to Bulk Data / High Throughput Data. The traffic in this queue can exceed the percentage assigned to this queue if bandwidth is available from other queues. Traffic exceeding the assigned percentage is given the class's expected treatment if bandwidth is available from other queues.  |
| Best Effort                    | Standard Data (Internet)      | This class of service enables customers to share latency and jitter tolerant data and Internet applications across all locations. Internet traffic is defaulted into Best Effort QoS. The traffic in this queue can exceed the percentage assigned to this queue if bandwidth is available from other queues.  |

2.5 Calendar Month:

For the purpose of this SLA a calendar month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes.



### 3 Service Levels

Service credits detailed below will not be combined for a given performance impacting event. For example, in the event of an outage, credit will not be awarded for service availability, latency, packet loss and jitter. In the event of impact to multiple performance parameters, Uniti reserves the sole discretion to decide for which performance parameter to reward credit.

#### 3.1 Service Availability

For purposes of measuring Uniti’s performance under this SLA, the term “Service Availability” is defined as the percentage of time in one Calendar Month during which Uniti delivers Customer traffic across the Uniti network and between the points defined in Section 1.1 and Section 1.2. As shown in Section 1.1 and Section 1.2, the measurement for Service Availability does not apply to local access circuit, where a third-party local access circuit is used. Service Availability shall be calculated based on an aggregate monthly measurement average between the specified points. Service Availability measurements do not include the previously specified Exclusions (e.g., scheduled maintenance windows or planned outages).

The following outlines the Service Availability objectives for the Services in any given Calendar Month:

| Service   | Service Availability Objective                                  |
|---|---|
| Internet Service, MPLS Networking and unprotected Wavelength Services | 99.99%<br>(≤ 4.38 minutes of service unavailability per month)  |
| Always On and protected or diverse pairs Wavelength Services          | 99.999%<br>(≤ .438 minutes of network unavailability per month) |

Service credit for time when the Service Availability objective is not attained:

| Service Unavailability Duration  | Credit<br>(Provided as a fraction of the MRC for the affected Service) |
|--|--|
| >.438 minutes and ≤ 1hour for Always On and protected or diverse pairs Wavelength Services                   | 1/30 <sup>th</sup> of the monthly recurring charge (MRC)               |
| >4.38 minutes and ≤ 1hour for Internet Service, MPLS Networking Services and unprotected Wavelength Services | 1/30 <sup>th</sup> of the MRC  |
| >1 hour and ≤ 2 hours  | 2/30 <sup>th</sup> of the MRC  |
| >2 hours and ≤ 3 hours   | 3/30 <sup>th</sup> of the MRC  |
| >3 hours and ≤ 4 hours   | 4/30 <sup>th</sup> of the MRC  |
| >4 hours and ≤ 5 hours   | 5/30 <sup>th</sup> of the MRC  |
| >5 hours and ≤ 6 hours   | 6/30 <sup>th</sup> of the MRC  |
| >6 hours and ≤ 7 hours   | 7/30 <sup>th</sup> of the MRC  |
| >7hours and ≤ 8 hours  | 8/30 <sup>th</sup> of the MRC  |
| >8 hours and ≤ 9 hours   | 9/30 <sup>th</sup> of the MRC  |
| >9 hours and ≤ 10 hours  | 10/30 <sup>th</sup> of the MRC   |
| >10 hours and ≤ 11 hours   | 11/30 <sup>th</sup> of the MRC   |
| >11 hours and ≤ 12 hours   | 12/30 <sup>th</sup> of the MRC   |
| >12 hours and ≤ 13 hours   | 13/30 <sup>th</sup> of the MRC   |
| >13 hours and ≤ 14 hours   | 14/30 <sup>th</sup> of the MRC   |
| > 14 hours   | 15/30 <sup>th</sup> of the MRC   |



3.2 Latency

For purposes of measuring Uniti’s MPLS Networking Services performance under this SLA, latency is defined as the round-trip delay (in milliseconds) of packets transported across the Uniti core network, between the points specified in Section 1.1. Latency shall be calculated based on an aggregate monthly measurement average between the previously specified points. The following outlines the latency targets and Service credits, depending on the class selected by Customer, in any given Calendar Month.

| Current QoS Service Level Name | Former QoS Service Level Name | Latency Target      | Credit (Provided as a fraction of the MRC for the affected service)  |
|--------------------------------|-------------------------------|---------------------|--|
| Expedited Forwarding           | Real Time                     | ≤ 40ms (Roundtrip)  | 1/30 MRC for each day (any 24-hour period) Uniti fails to meet the latency SLA for Expedited Forwarding QoS in a Calendar Month        |
| Assured Forwarding 4           |                               | ≤ 40ms (Roundtrip)  | 1/30 MRC for each day (any 24-hour period) Uniti fails to meet the latency SLA for Assured Forwarding 4 QoS in a Calendar Month        |
| Assured Forwarding 3           | Mission Critical Data         | ≤ 45 ms (Roundtrip) | 1/30 MRC for each day (any 24-hour period) Uniti fails to meet the latency SLA for Assured Forwarding 3 QoS during any Calendar Month  |
| Assured Forwarding 2           |                               | ≤ 45 ms (Roundtrip) | 1/30 MRC for each day (any 24-hour period) Uniti fails to meet the latency SLA for Assured Forwarding 2 QoS in a Calendar Month        |
| Assured Forwarding 1           | Business Critical Data        | ≤ 48 ms (Roundtrip) | 1/30 MRC for each day (any 24-hour period) Uniti fails to meet the latency SLA for Assured Forwarding 1 QoS during any Calendar Month. |
| Best Effort                    | Standard Data (Internet)      | N/A                 | N/A  |

3.3 Packet Loss

For purposes of measuring Uniti’s MPLS Networking Services performance under this SLA, packet loss is defined as the percentage of packets in a Calendar Month that are dropped across the Uniti core network, between the points specified in Section 1.1. Packet loss shall be calculated based on an aggregate monthly measurement average between the previously specified points. The following outlines the packet loss targets and Service credits, depending on the class selected by Customer, in any given Calendar Month.



| Current QoS Service Level Name | Former QoS Service Level Name | Target Packet Loss | Credit (Provided as a fraction of the MRC for the affected service)  |
|--------------------------------|-------------------------------|--------------------|--|
| Expedited Forwarding           | Real Time                     | ≤ .10%             | 1/30 MRC for each day (any 24-hour period) Uniti fails to meet the latency SLA for Expedited Forwarding QoS in a Calendar Month        |
| Assured Forwarding 4           |                               | ≤ .10%             | 1/30 MRC for each day (any 24-hour period) Uniti fails to meet the latency SLA for Assured Forwarding 4 QoS in a Calendar Month        |
| Assured Forwarding 3           | Mission Critical Data         | ≤ .30%             | 1/30 MRC for each day (any 24-hour period) Uniti fails to meet the latency SLA for Assured Forwarding 3 QoS during any Calendar Month  |
| Assured Forwarding 2           |                               | ≤ .30%             | 1/30 MRC for each day (any 24-hour period) Uniti fails to meet the latency SLA for Assured Forwarding 2 QoS in a Calendar Month        |
| Assured Forwarding 1           | Business Critical Data        | ≤ .50%             | 1/30 MRC for each day (any 24-hour period) Uniti fails to meet the latency SLA for Assured Forwarding 1 QoS during any Calendar Month. |
| Best Effort                    | Standard Data (Internet)      | N/A                | N/A  |

3.4 Jitter

For purposes of measuring Uniti’s MPLS Networking Services performance under this SLA, jitter is defined as the variation in the delay (in milliseconds) of received packets transmitted across the Uniti core network, between the points specified in Section 1.1. Jitter shall be calculated based on an aggregate monthly measurement average between the previously specified points. Jitter measurement is only available to customers selecting the Real Time and/or Mission Critical QoS class. The following outlines the jitter targets and Service credits in any given Calendar Month:

| Current QoS Service Level Name | Former QoS Service Level Name | Target Jitter | Credit (Provided as a fraction of the MRC for the affected service)  |
|--------------------------------|-------------------------------|---------------|--|
| Expedited Forwarding           | Real Time                     | ≤ 2.5 ms      | 1/30 MRC for each day (any 24-hour period) Uniti fails to meet the latency SLA for Expedited Forwarding QoS in a Calendar Month        |
| Assured Forwarding 4           |                               | ≤ 3.0 ms      | 1/30 MRC for each day (any 24-hour period) Uniti fails to meet the latency SLA for Assured Forwarding 4 QoS in a Calendar Month        |
| Assured Forwarding 3           | Mission Critical Data         | ≤ 3.0 ms      | 1/30 MRC for each day (any 24-hour period) Uniti fails to meet the latency SLA for Assured Forwarding 3 QoS during any Calendar Month  |
| Assured Forwarding 2           |                               | ≤ 3.5 ms      | 1/30 MRC for each day (any 24-hour period) Uniti fails to meet the latency SLA for Assured Forwarding 2 QoS in a Calendar Month        |
| Assured Forwarding 1           | Business Critical Data        | ≤ 3.5 ms      | 1/30 MRC for each day (any 24-hour period) Uniti fails to meet the latency SLA for Assured Forwarding 1 QoS during any Calendar Month. |
| Best Effort                    | Standard Data (Internet)      | N/A           | N/A  |



## 4 Credits

When Customer's Service has failed to meet the applicable commitment outlined in this SLA, after being reported by Customer, Customer may receive a credit adjustment to its account. To request a credit under this SLA, Customer shall email its Uniti sales representative with a description of the requested credit along with the Uniti trouble ticket number provided by the service center within thirty (30) calendar days of the asserted failure. The Uniti sales representative shall notify Customer when the requested credit has been approved or declined.

### 4.1 *Calculations of Credits*

Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for a Service.

## 5 Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Uniti reserves the right to schedule maintenance and upgrades to the network seven (7) days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

### 5.1 *Scheduled Network Maintenance*

The term "Scheduled Network Maintenance" refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer's Service. Uniti takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not be deemed as Uniti's failure to meet applicable service level commitments and shall not give rise to credits under this SLA. Scheduled Network Maintenance shall be undertaken between the hours of 12:00AM and 6:00AM of the local time zone.

### 5.2 *Emergency Network Maintenance*

The term "Emergency Network Maintenance" refers to efforts to correct network conditions requiring immediate action that are likely to lead to a material Service Outage or inability to meet latency, packet loss or jitter targets. Emergency Network Maintenance may temporarily degrade the quality of Customer's Services, including the possibility of causing short-duration outages. Such effects related to emergency network maintenance shall not be deemed as Uniti's failure to meet applicable service level commitments and shall not give rise to credits under this SLA. Uniti may undertake Emergency Network Maintenance at any time deemed necessary to preserve network Service.

## 6 LIMITATION OF LIABILITY

Uniti's total liability to Customer under this SLA is limited to the MRCs for the affected Service for the applicable Calendar Month in which Uniti's failure to meet the applicable service level commitment occur. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

**THE PROVISIONS OF THIS SLA ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR UNITI'S FAILURE TO MEET THE APPLICABLE COMMITMENTS IN THIS SLA AND ANY OTHER NETWORK, EQUIPMENT OR SERVICE ISSUES.**



**USAC ADDENDUM TO SERVICE TERMS AND CONDITIONS FOR  
E-RATE PROGRAM APPLICANTS**

This Addendum is entered between Uniti Solutions (“Uniti”) (498 ID/SPIN 143030766) and Educational Service Unit #3 (“Customer”) and amends the Uniti Solutions Service Terms and Conditions (“Agreement”) entered between Uniti legal entity(ies) providing the Services and Customer (“Parties”).

Because the Customer is a USAC E-Rate Program (the “Program”) applicant, the Agreement is amended as follows:

1. Please indicate Customer’s Billed Entity Number (“BEN”):

**BEN:** \_\_\_\_\_

2. Please indicate the preferred E-Rate invoicing method for this service:

\_\_\_\_\_ **Billed Entity Applicant Reimbursement (BEAR):** Customer files the FCC Form 472 after they have paid Uniti in full for the products or services and want to be reimbursed for the discount amount.

\_\_\_\_\_ **Service Provider Invoicing (SPI):** Customer pays only the non-discounted portion for the products or services and Uniti will file the FCC Form 474 to collect the reimbursement.

Under either method, USAC, and not Uniti, is responsible for reviewing submissions, making fundings decisions, and processing payment.

3. A new section, **Term Start and Billing Commencement**, is added to the Agreement:

The Term start date, and billing commencement date, will be July 1 to align with the Program Service Start Date, unless: (a) the Customer elects in Section 4 below to install Services prior to a funding decision, in which case the Term start and billing commencement date will be as of date Services are installed; (b) in the case of a renewal, the Term start and billing commencement date will be the Effective Date as reflected on the renewal Agreement; or (c) the Parties mutually agree to a different date, as reflected in a signed written amendment to the Agreement.

4. A new section, **Installation Before Funding Decision**, is added to the Agreement:

Uniti recognizes that Customer’s ability to satisfy its obligations under this Agreement is dependent upon the receipt of funding from USAC, and the Parties have agreed to enter into this Agreement prior to receiving a funding decision. If Customer desires for Uniti to proceed with installation of Services, or construction if applicable, prior to receipt of a funding decision, Customer must indicate its request below. Absent an affirmative response from Customer, Uniti will not start installation or construction until after Customer and

Uniti receive a funding decision. Customer understands and agrees that if it chooses to have Uniti proceed with installation or construction prior to receipt of a funding decision, and Customer does not receive funding, Customer shall be subject to the full termination liability as described in the **Effect of Termination** section of the Agreement in the event it terminates this Agreement.

**Customer requests that Uniti proceed with installation or construction prior to receipt of a funding decision.**

     YES           NO

5. A new section, **Funding Denial**, is added to the Agreement:

In the event USAC funding is denied after first having been approved, and Uniti has then installed the Services, Customer shall be obligated to pay 100% of the charges for the Services; however, if such funding is denied wholly and directly due to Uniti's actions or inactions, Customer may continue to pay the discounted rate for the remainder of the applicable funding year. Prior to the end of that funding year, the Parties will renegotiate pricing and Customer will have the option to either continue under the Agreement with the renegotiated pricing or re-bid the Services and re-apply for funding with USAC. Uniti reserves the right to terminate for non-payment in accordance with Section 10 of the Agreement if Customer fails to pay the full amount owed for the Services for any reason, including but not limited to non-appropriation, or denial, of USAC funding or funding from other sources, such as state universal service fund programs.

The Agreement noted above, along with the Service Agreement and any amendments thereto, and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Uniti and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Handwritten modifications to this Addendum are not binding on either Uniti or Customer.

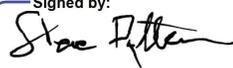
**Customer**

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

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

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

Date: \_\_\_\_\_

Uniti <sup>Signed by:</sup>   
By \_\_\_\_\_  
BCBB96F90DA342E...

Name: Steve Patterson

Title: Director III-Acct Dev-Strat

Date: 1/23/2026 \_\_\_\_\_

**SOLICITATION ADDENDUM ONE  
REVISED COST SHEET**

**SOLICITATION NUMBER: 124043 O5**  
**High Speed Transport Services for Network Nebraska**  
**Opening Date: January 23, 2026**  
**Addendum Effective Date: December 18, 2025**

The attached Appendix A - Cost Sheet will replace the original Appendix A - Cost Sheet. The purpose of this addendum is to correct the latitude and longitude coordinates for Circuit # 22 at Stuhr Museum.

This addendum will be incorporated into the solicitation.

Initial  
SP

| Grant #  | USAC Billed Entity Number | L I D | BILLED ENTITY NAME<br>FIBER SITE NAME                                | BANDWIDTH (Mbps)<br>SEEKING | CIRCUIT<br>TOPOLOG<br>Y - PICK<br>ONE | CIRCUIT<br>HANDOFF<br>PICK<br>ONE | Total Monthly Recurring - Omaha |          | Total Monthly Recurring - Lincoln |          | Total Monthly Recurring - Omaha |          | Total Monthly Recurring - Lincoln |          | Total Monthly Recurring - Omaha |          | Total Monthly Recurring - Lincoln |          | Total Monthly Recurring - Omaha |          | Total Monthly Recurring - Lincoln |          | Total Monthly Recurring - Omaha |          | Total Monthly Recurring - Lincoln |          | Total Monthly Recurring - Omaha |          | Total Monthly Recurring - Lincoln |          | Total Monthly Recurring - Omaha |          | Total Monthly Recurring - Lincoln |          | Total Monthly Recurring - Omaha |          | Total Monthly Recurring - Lincoln |          |
|--|---------------------------|-------|--|-----------------------------|---------------------------------------|-----------------------------------|---------------------------------|----------|-----------------------------------|----------|---------------------------------|----------|-----------------------------------|----------|---------------------------------|----------|-----------------------------------|----------|---------------------------------|----------|-----------------------------------|----------|---------------------------------|----------|-----------------------------------|----------|---------------------------------|----------|-----------------------------------|----------|---------------------------------|----------|-----------------------------------|----------|---------------------------------|----------|-----------------------------------|----------|
|  |                           |       |  |                             |                                       |                                   | PK. 1110                        | PK. 1110 | PK. 1110                          | PK. 1110 | PK. 1110                        | PK. 1110 | PK. 1110                          | PK. 1110 | PK. 1110                        | PK. 1110 | PK. 1110                          | PK. 1110 | PK. 1110                        | PK. 1110 | PK. 1110                          | PK. 1110 | PK. 1110                        | PK. 1110 | PK. 1110                          | PK. 1110 | PK. 1110                        | PK. 1110 | PK. 1110                          | PK. 1110 | PK. 1110                        | PK. 1110 | PK. 1110                          | PK. 1110 | PK. 1110                        | PK. 1110 | PK. 1110                          | PK. 1110 |
| F-RATE ELIGIBLE ENTITIES + K-12 SCHOOLS, DISTRICTS + EMS + LIBRARIES   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 01</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 1  | 138673                    | 1     | RANDOLPH PUBLIC SCHOOLS  | Current Bandwidth = 500     |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| FANDOLPH HIGH SCHOOL<br>207 N PIERCE BOX 755<br>RANDOLPH NE 68771-0755<br>KELLI THELEN, (402)337-0252  |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 03</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 2  | 138917                    | 3     | EDUCATIONAL SERVICE UNIT 3   | Current Bandwidth = 10,000  |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| ESU 3 DATA CENTER<br>6949 S 130TH STREET<br>LA VETA, NE 68126<br>Mark Hansen, mhansen@esu3.org, 400-597-8800                                 |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 07</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 3  | 138677                    | 7     | COLUMBUS PUBLIC SCHOOLS  | Current Bandwidth = 5000    |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| COLUMBUS HIGH SCHOOL<br>2290 28TH STREET, ROOM A134<br>COLUMBUS, NE 68601<br>Leonard Kwapiński, 402-563-7000, kwapiński@discovers.org        |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 08</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 4  | 138658                    | 8     | OSMOND PUBLIC SCHOOLS  | Current Bandwidth = 500     |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| OSMOND HIGH SCHOOL<br>202 W PRAIRIE ST BOX 458<br>OSMOND NE 68765-0458<br>Jennifer Wisley, (402)748-3777                                     |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 10</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 5  | 138802                    | 10    | ANSELMO-MERNA PUBLIC SCHOOLS   | Current Bandwidth = 200     |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| ANSELMO-MERNA HIGH SCHOOL<br>750 NORTH CONWAY ST<br>MERNA, NE 68855-0088<br>Dustin Schwartz, 308-448-2224                                    |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 11</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 6  | 138728                    | 11    | ANSLEY PUBLIC SCHOOLS  | Current Bandwidth = 400     |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| ANSLEY HIGH SCHOOL<br>1124 CAMERON ST<br>ANSLEY, NE 68814-0370<br>Travis Olson, 308-835-1121   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 12</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 7  | 138729                    | 12    | ARCADIA PUBLIC SCHOOLS   | Current Bandwidth = 400     |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| ARCADIA HIGH SCHOOL<br>320 W OWENS ST<br>ARCADIA, NE 68835-0248<br>Dino Harris, 308-788-4522   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 13</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 8  | 138737                    | 13    | BROKEN BOW PUBLIC SCHOOLS  | Current Bandwidth = 600     |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| BROKEN BOW HIGH SCHOOL<br>323 N 7TH AVE<br>BROKEN BOW, NE 68822-1718<br>Jason Deffer, 308-872-6821   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 14</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 9  | 138747                    | 14    | BURWELL PUBLIC SCHOOLS   | Current Bandwidth = 400     |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| BURWELL JR-SR HIGH SCHOOL<br>190 1ST<br>BURWELL, NE 68823-0670<br>Ronald Weber, 308-345-4150   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 15</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 10   | 138771                    | 15    | GIBSON PUBLIC SCHOOLS  | Current Bandwidth = 500     |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| GIBSON HIGH SCHOOL<br>1030 COURT STREET<br>GIBSON, NE 68840-0790<br>Eci Utien, eci.uten@gibsonpublic.org, 308-468-4555                       |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 16</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 11   | 138999                    | 16    | GOTHENBURG PUBLIC SCHOOLS  | Current Bandwidth = 500     |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| GOTHENBURG SECONDARY SCHOOL<br>1132 AVENUE I<br>GOTHENBURG, NE 68138-1789<br>Jo Wiggins, jo.wiggins@govocdes.org, 308-537-3651               |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 17</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 12   | 138794                    | 17    | LITCHFIELD PUBLIC SCHOOLS  | Current Bandwidth = 300     |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| LITCHFIELD HIGH SCHOOL<br>500 N MAIN STREET<br>LITCHFIELD, NE 68852<br>Brian Moser, brian.moser@litchfield.org, 308-448-2244                 |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 18</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 13   | 138797                    | 18    | LOUP CITY PUBLIC SCHOOLS   | Current Bandwidth = 400     |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| LOUP CITY HIGH SCHOOL<br>800 N 8TH ST<br>LOUP CITY, NE 68853-0628<br>Janet Kuzibac, 308-745-6120   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 19</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 14   | 138814                    | 19    | LOUP COUNTY PUBLIC SCHOOLS   | Current Bandwidth = 400     |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| LOUP COUNTY JR-SR HIGH SCHOOL<br>606 WILLIAMS ST<br>TAYLOR, NE 68878-0170<br>Sue Waters, 308-942-6115  |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 20</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 15   | 138723                    | 20    | NORTHWEST PUBLIC SCHOOLS   | Current Bandwidth = 1000    |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| GRAND ISLAND NORTHWEST HIGH SCHOOL<br>2710N NORTH ROAD<br>GRAND ISLAND, NE 68803-1189<br>Scott Potter, spotter@jgnorthwest.org, 308-385-6394 |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 21</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 16   | 138818                    | 21    | RAVENNA PUBLIC SCHOOLS   | Current Bandwidth = 300     |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| RAVENNA SENIOR HIGH<br>41750 CARTHAGE ROAD<br>RAVENNA, NE 68869<br>Dane Hurty, dane.hurty@ravennabulldogs.org, 308-452-3249                  |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 22</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 17   | 138764                    | 22    | SANDHILLS PUBLIC SCHOOLS   | Current Bandwidth = 100     |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| SANDHILLS HIGH SCHOOL AT DUNNING<br>107 SANDY AVE<br>DUNNING, NE 68833-0090<br>Trish Rodolfer, 308-538-2224                                  |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 23</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 18   | 138826                    | 23    | SARGENT PUBLIC SCHOOLS   | Current Bandwidth = 400     |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| SARGENT HIGH SCHOOL<br>400 N 5TH ST<br>SARGENT, NE 68874-0000<br>Henry Davernson, 308-527-4119   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>EDUCATIONAL SERVICE UNIT 24</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 19   | 138887                    | 24    | SHELTON PUBLIC SCHOOLS   | Current Bandwidth = 300     |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| SHELTON HIGH SCHOOL<br>210 9TH STREET<br>SHELTON, NE 68876<br>Jeanne Pope, jpope@sheltonbulldogs.org, 308-647-4742                           |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>LIBRARIES</b>   |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 20   | 138271                    | 21    | VILLAGE OF FAIRMONT<br>FAIRMONT PUBLIC LIBRARY                       | Current Bandwidth = 200     |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 600 F STREET<br>FAIRMONT NE 68354-0428<br>Stephanie Chambers, fairmontpubliclibrary@gmail.com, 402-268-4081                                  |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| <b>HIGHER EDUCATION</b>  |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 21   | N/A                       |       | SOUTHEAST COMMUNITY COLLEGE<br>SOUTHEAST COMMUNITY COLLEGE - LINCOLN | Current Bandwidth = 5000    |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |
| 8800 D ST  |                           |       |  |                             |                                       |                                   |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |                                 |          |                                   |          |

