State of Nebraska
Solicitation Number
RFP 6004 Z1

Submitted by:
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State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

RETURN TO:
State Purchasing Bureau
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Lincoln, Nebraska 68508
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ORIGINAL

SOLICITATION NUMBER	RELEASE DATE
RFP 6004 Z1	January 18, 2019
OPENING DATE AND TIME	**PROCUREMENT CONTACT**
February 15, 2019 2:00 p.m. Central Time	Dianna Gilliland/Annette Walton

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 Request for Proposal (RFP) Number 6004 Z1 for the purpose of selecting a qualified Bidder to provide high speed transport services for participants of 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 commence upon execution of the contract by the State and the Bidder (Parties) through June 30, 2023. 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.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: http://das.nebraska.gov/materiel/purchasing.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 RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at http://statecontracts.nebraska.gov.

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

These postings will include the entire proposal or response. Bidders 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 container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must 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 PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release 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, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the RFP 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 the proposals and responses to the RFP, awards, and other documents.

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GLOSSARY OF TERMS

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

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

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

Acceptance: Acceptance of circuit, system, or service, as solely tested and determined by the State of Nebraska and/or authorized agent of the State of Nebraska, is when the circuit, system, or service is free of defect and reliably transporting data at, or in excess of, the ordered bandwidth or speed capacity. (See Section III, KK. Inspection and Approval)

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

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

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

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

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

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

Bid/Proposal: The offer submitted by a vendor in a response to a written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

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

Business Day: Any weekday, except State-recognized holidays.

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

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

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

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

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

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

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

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

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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

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

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

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

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

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

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

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

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

Default: The omission or failure to perform a contractual duty.

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

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

E-rate: The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission

(FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access.

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

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

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

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

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

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

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

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

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, or contract, are completed.

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

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

Late Bid/Proposal: An offer received after the Opening Date and Time.

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

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.
Link Aggregation Control Protocol (LACP): The vendor-independent standard Link Aggregation Control Protocol (LACP) for Ethernet defined in IEEE 802.1AX and IEEE 802.1aq or the previous IEEE 802.3ad.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Must: See Mandatory/ Must and Shall/Will/Must.

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

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

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

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

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

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

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

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

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

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

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

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

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

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

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

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

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

Proposal: See Bid/Proposal.

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

Protest/Grievance: A complaint about a governmental action or decision related to a RFP or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or

another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

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

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

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

Release Date: The date of public release of the written solicitation to seek offers.

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

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

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

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

RFC-2544: IETF RFC defines Benchmarking Methodology for Network Interconnect Devices. See also http://www.ietf.org/rfc/rfc2544

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

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

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

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

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

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

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

Termination: Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity

or person who is an interested Party to the contract or agreement.

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

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

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

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

ACRONYMN LIST

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

CoS: The QoS technique developed by the working group, also known as class of service (CoS), is a 3-bit field called the Priority Code Point (PCP) within an Ethernet frame header when using VLAN tagged frames as defined by IEEE 802.1Q.

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

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

MPLS--Multiprotocol Label Switching (MPLS): A mechanism in high-performance telecommunications networks that directs data from one network node to the next based on short path labels rather than long network addresses, avoiding complex lookups in a routing table.

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

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

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

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

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

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

VLAN: Virtual Local Area Network

WAN (Wide Area Network): Unless otherwise specified, WAN refers to a high bandwidth (e.g. >10Mbps) wide area data network using IP communication and routing protocols for the purposes of interconnecting numerous Local Area Networks (LANs)

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified bidders who will be responsible for providing high speed transport services for participants of Network Nebraska at a competitive and reasonable cost.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

Name:	Dianna Gilliland/Annette Walton
Agency:	State Purchasing Bureau
Address:	1526 K Street, Suite 130 Lincoln, NE 68508
Telephone:	402-471-6500
E-Mail:	as.materielpurchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1.	Release RFP	January 18, 2019
2.	Last day to submit written questions	February 1, 2019
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	February 6, 2019
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	February 15, 2019 2:00 PM Central Time
5.	Review for conformance to RFP requirements	February 15, 2019
6.	Evaluation period	February 19-22, 2019
7.	Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	February 22, 2019
8.	Contract finalization period	February 22-28, 2019
9.	Contract award	March 1, 2019
10.	Contractor start date	March 1, 2019

D. **WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 6004 Z1; high speed transport services for participants of Network Nebraska Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at http://das.nebraska.gov/materiel/purchasing.html per the Schedule of Events.

E. **PRICES**

All prices, costs, and terms and conditions outlined in the proposal **shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled. Contractor's price for the services provided, as shown in the cost sheet Appendices, shall remain fixed for the duration of the contract and shall be invoiced along with the actual cost of applicable fees and taxes that the Contractor is obligated to pass-through to the State each month. ANY PROPOSAL LANGUAGE OR EXCEPTION SUBMITTED THAT SUGGESTS VARIABILITY IN PRICING OF THE NON-RECURRING CHARGES (NRC) OR MONTHLY RECURRING CHARGES (MRC) OVER THE LIFE OF THE TERM OF THE CONTRACT WILL BE CONSIDERED A NON-RESPONSIVE PROPOSAL AND WILL BE REJECTED.**

NRC and MRC shall be invoiced in accordance with the original cost sheet. No invoice shall exceed the price contained on the contractor's original cost sheet. If a Contractor encounters increases to applicable fees and taxes that the Contractor is obligated to pass-through to the State, and that will cause the price to exceed the price on the original cost sheet, Contractor may request an increase in price to cover actual increases in applicable fees and taxes. The Contractor must make a showing demonstrating the price increase and that the price exceeds the Contractor prices on the original cost sheet. The State shall have the right to refuse the price increase. No price increase shall be charged or billed until the Contract is amended to reflect the price increase. The State will be given full proportionate benefit of any price decrease during the term of the contract.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor 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. Contractor 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.

F. **SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

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

G. **ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

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

The Bidder shall include this clause in any sub-contract entered into for the exclusive purpose of performing this contract.

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

H. **DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

I. **SUBMISSION OF PROPOSALS**

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

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

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

J. **BID PREPARATION COSTS**

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

K. **FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

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

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;

3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

L. **BID CORRECTIONS**

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

M. **LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

N. **PROPOSAL OPENING**

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

O. **REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS**

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Sections II through VI;
4. Completed State Cost Proposal Template.

P. **EVALUATION OF PROPOSALS**

All proposals that are responsive to the RFP will be evaluated based on the following:

1. Cost Proposal

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

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

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

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and

4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

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

Q. **BEST AND FINAL OFFER**

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

R. **REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

S. **AWARD**

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

1. Amend the RFP;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

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

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

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html

Grievance and protest procedure is available on the Internet at: http://das.nebraska.gov/materiel/purchasing.html

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal 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 have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one 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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

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) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
pl			

Contractor 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 or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

OCIO Contract Manager
Office of the CIO
501 S. 14th St., P.O. Box 95045
Lincoln, NE 68509-5045

C. **NOTICE POINT OF CONTACT (POC)**

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's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor 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 (Statutory)**

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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
pl			

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

F. **CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. 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 Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor 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 Contractor 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 Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor 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.

G. **NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor 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.

H. **BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

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 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. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

I. **NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

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.

J. **SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

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.

K. **INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

1. **GENERAL**
The Contractor 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 Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. **INTELLECTUAL PROPERTY**
The Contractor 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 Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor 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 Contractor has indemnified the State, the Contractor shall, at the Contractor'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 Contractor, and the State may receive the remedies provided under this RFP.

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

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 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

L. **ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RH			

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 order by the court, including attorney's fees and costs, if the other Party prevails.

M. **ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RH			

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

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor 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 Contractor 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.

N. **CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, 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.

O. **FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

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"). 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.

P. **CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

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.

Q. **EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RW			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor 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 immediately for the following reasons:

    a. if directed to do so by statute;
    b. Contractor 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 Contractor or of any substantial part of the Contractor'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 Contractor, its employees, officers, directors, or shareholders;
    e. an involuntary proceeding has been commenced by any Party against the Contractor 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 Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
    f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
    g. Contractor intentionally discloses confidential information;
    h. Contractor has or announces it will discontinue support of the deliverable; and,
    i. In the event funding is no longer available.

R. **CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RW			

Upon contract closeout for any reason the Contractor shall within 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 Contractor is permitted to keep the information or data by contract or rule of law. Contractor 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 Contractor's routine back up procedures;
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, 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 Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RW			

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

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

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor 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 Contractor's proposal 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 Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor 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 Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor'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 Contractor'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 Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor 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. **EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RM			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system 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 Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

   The completed United States Attestation Form should be submitted with the RFP response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. **COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor 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 Contractors 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 Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. **COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RM			

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

E. **PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RL			

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 Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. **OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RL			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor 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. Contractor 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.

G. **INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RL			

The Contractor 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 Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor 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 Contractor 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 Contractor 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 Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor 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 one (1) year of termination or expiration of the contract, the contractor 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 one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor 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 Contractor 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 Contractor 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 Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor 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 Contractor 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 Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory**. **The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

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

State of Nebraska
Office of the CIO
Attn: Contract Manager
501 S. 14th St., P.O. Box 95045
Lincoln, NE 68509-5045

These certificates or the cover sheet shall reference the RFP 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 Contractor to maintain such insurance, then the Contractor 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 Contractor.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

The Contractor 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.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

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

K. **SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

The Contractor 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 Contractor 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 Contractor.

L. **ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its 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.

M. **NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**
Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

N. **DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

The Contractor 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 services as specified under the specifications in the contract in the event of a disaster.

O. **DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

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

IV. PAYMENT

A. **PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**
Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. **TAXES (Statutory)**
The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. **INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RU			

Invoices for payments must be submitted by the Contractor with sufficient detail to support payment. Invoices for the high speed transport service will be issued to the entity being served by such services. The terms and conditions included in the Contractor'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.

If the Contractor traditionally includes itemization of applicable taxes and fees (e.g. Nebraska Universal Service Fund) on the monthly invoices, the Contractor 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 Contractor may be instructed to bill each entity directly to ensure that appropriate E-rate processing can be accomplished. The Contractor 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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RU			

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

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor 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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RU			

The State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract and the Contractor hereby waives any claim or cause of action for any such services.

F. **LATE PAYMENT (Statutory)**

The Contractor 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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RU			

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative 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 Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor 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 Contractor be paid for a loss of anticipated profit.

H. **RIGHT TO AUDIT (First Paragraph is Statutory)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RU			

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor 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. The State may audit and the Contractor 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 Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor 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 circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to

disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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 (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor 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 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 network that is currently in place to serve the eligible education entities of Network Nebraska as defined by Neb. Rev. Stat. 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. Only E-rate eligible entities will apply for E-rate discounts.

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 2019 E-rate deadline and each succeeding year to be established by the USAC. Once Intents to Contract have been announced by the State, each contractor 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 Friday, March 1, 2019, may risk negation of purchases for the July 1, 2019 through June 30, 2020 performance year.

Appendix A Cost Sheet includes school districts, public libraries, and independent colleges.
Appendix B Cost Sheet includes translator towers serving Nebraska Educational Television.
Appendix C Cost Sheet includes interconnections between school district-to-public library locations.

A. E-RATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RU			

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 2019 > Nebraska > BEN 225870.

Each Bidder must have a Service Provider's Form 498 I.D. # (formerly SPIN) from the Universal Service Administrative Company and be eligible to participate in the Universal Service Fund discount program for telecommunications services provided to the E-rate eligible entities. 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 and file 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 should 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: Applicants may choose their method of invoicing; service providers cannot force applicants to use a particular method.

As required by USAC policy, the contractor must retain documents from the bidding process through ten (10) years past the last date of service. Documents may 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 down time, and any other document retention required by the FCC. The Bidder should provide the following information in response to this Request for Proposal and must provide prior to contract award.

Service Provider's Form 498 I.D. # (formerly SPIN): 143029872

B. **NETWORK AGGREGATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

RFP Appendix A and Appendix B 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 engineering.

1. Omaha–Peter Kiewit Institute, 1110 S. 67th Street,
2. Omaha-Nebraska Data Center, 1623 Farnam Street,
3. Lincoln-Nebraska Hall, 901 N. 17th Street,
4. Grand Island-College Park, 3180 W. Hwy 34,
5. Scottsbluff-Panhandle Research Center, 4502 Avenue I.

RFP Appendix C sites involve point-to-point Ethernet connectivity between public school buildings and public libraries. An award will be made for each circuit based on lowest overall cost over the 48-month initial contract term.

IMPORTANT NOTES:

1. 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.
2. All State agencies, the University of Nebraska, political subdivisions and other "eligible participants" will be allowed to purchase off this contract.
3. There is no guarantee that any or all the institutions listed will purchase any or all of the services requested in this RFP.
4. Network Nebraska has five (5) major network node locations that are used as "core" aggregation points:

   a. Peter Kiewit Institute
   University of Nebraska – Omaha
   1110 South 67th Street, Room 166
   Omaha, Nebraska 68182-0694

   b. NDC Carrier "Hotel"/NCC Co-location Centers, LLC.
   1623 Farnam Street, Suite 300A
   Omaha, NE 68102

   c. University of Nebraska Data Center
   Room 230 Nebraska Hall
   University of Nebraska-Lincoln
   901 North 17th Street
   Lincoln, Nebraska 68588-0521

   d. College Park
   3180 W Hwy 34. Room 208.5
   Grand Island, NE 68801-7279

e. Panhandle Research and Extension Center
4502 Avenue I
Scottsbluff, NE 69361-4939

C. **PROJECT OVERVIEW**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RM			

The objective of this RFP is to identify Contractor(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 and B to Network Nebraska. The Bidder may bid on one, some or all of the eligible entities listed in Appendix A and B.

Each site/service will be reviewed individually. When bidding Appendix A and B 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 Sheet.

For Appendix A and B, 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. A one (1) Gigabit Ethernet interface physical hand-off is required as a minimum for the connection at the identified aggregation locations. The cost for connectivity back to the aggregation location 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 the aggregation locations for the Contractor.

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.

Appendix C circuits will include point-to-point Ethernet transport between two locations as listed in the cost sheet.

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 considers present, as well as future, state-of-the-art technologies.

D. **PROJECT ENVIRONMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RM			

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

E. PROJECT REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RU			

The K-12 schools, educational service units, and public libraries that require this service must be converted during the month of July 2019, or if ordered in Year 2, 3, or 4, the month of July for each succeeding year. The circuits should be installed and tested no later than the first Friday in August 2019 and each succeeding year, however neither the State nor the participating eligible entities can incur charges on these circuits until after July 1 of the implementation year due to E-rate. The cutover to the customer must be complete by the first Friday in August 2019 and each succeeding year or incur liquidated damages (see Section V.N. Contract Performance). Existing services must remain active until the final cutover (see Section V, F. Transition Requirement). The State of Nebraska is cognizant of a growing demand for bandwidth. The State is interested in identifying contractor(s) who will meet the current and future telecommunications needs of eligible participants over the term of the contract. The contractor(s) will provide a cost-effective, scalable, and flexible transport service that will be able to meet the demands of the network participants and it is expected the services would meet any future needs of other eligible participants as deemed appropriate. Bidders shall identify services that are a normal part of their offering without additional fees.

F. TRANSITION REQUIREMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RU			

Upon award of replacement contract(s) to a new contractor in 2023, the awarded Contractor under this RFP shall 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.

G. SCOPE OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RU			

The Contractor 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 eligible entities' network connections must be bid according to the bandwidth ranges and to the acceptable aggregation sites as stipulated in Appendix A and B. The conversion will be performed over the summer of 2019 and each succeeding year and must be as transparent as possible with completion by the first Friday in August 2019 and each succeeding year.

For Appendix A and B, each connection that is bid must be connected from the site address identified to the aggregation site address. The core aggregation site connectivity MUST have the capacity to support all eligible entities' connectivity to the core site transmitting at full purchased capacity over a single 1 Gigabit Ethernet interface

or 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 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 and B includes site 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 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 802.1Q tag is removed, leaving the original customer tag on the packet.

Eligible entities that select this service will purchase their own network equipment and video equipment. The Contractor will need to work closely with these eligible entities (school districts, educational service units; etc.) to ensure that the appropriate network equipment and video equipment delivery is coordinated and ready for installation at the time the network conversion takes place.

This connectivity will transmit Internet, audio, video, and data transport between the eligible entities of Network Nebraska.

Appendix A and B additionally identifies the potential Network Nebraska Locations where transport can be handed off for each location bid.

H. TECHNOLOGY REFRESH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

The State and the Contractor 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 Chief Information Officer, in conjunction with, or on behalf of, all other participants, will assume the primary role in seeking and proposing new technologies and enhancements. This technology refreshment clause will be a required condition of the contract.

The State and the Contractor may conduct an annual review of the contract to review service offerings and pricing. These reviews may result in expanding the services offered by the Contractor 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 Contractor. These reviews will commence at the request of the State.

I. TECHNICAL REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RL			

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. 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 .

3. Layer 2 performance must be adequate to support jitter and latency sensitive applications (i.e. video over IP).

4. 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. Network Nebraska WILL NOT coordinate customer VLAN tags with the provider; 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.

5. Allow participating institutions to manage their own IP address space and routing.

6. Performance metrics on contracted circuits must be provided to Network Nebraska staff within 24 hours of request.

7. 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.

8. The provided connection must be tested to prove performance before it will be considered complete and usable. Testing according to ITU-T Y.156sam 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.

9. Every connection's receive AND transmit capacity must meet or exceed the bandwidth amount that is bid. Testing must validate that 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.

J. PROJECT PLANNING AND MANAGEMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RL			

The State of Nebraska acknowledges that project management and implementation procedures will require alignment and adjustment of work processes for the Contractor's organizations, the educational 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 Contractor's implementation phases and ongoing upgrade design of this project.
- **d.** Establish project management guidelines by meeting with the Contractor'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 Contractor in identifying eligible participants in the network as well as establishing guidelines with the Contractor for ordering, moving, adding or changing services.

2. **CONTRACTOR**
The Contractor will:

- **a.** Coordinate and administer the requirements of the network service(s) that are proposed.
- **b.** 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 a service disruption. The Contractor will provide information regarding intent to maintain its facilities after project implementation has been completed.
- **c.** 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 contract, including services and equipment subcontracted to another vendor.
- **d.** 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 Contractor 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.
- **e.** Provide upon request, detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be available to the State electronically in a format agreed upon by the Contractor and the State to allow for import into various computer programs.
- **f.** 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.

If the Contractor is working with other "last mile" telecommunication providers to create an end to end solution, the Contractor 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.

K. **SERVICE LEVEL GUARANTEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RCh			

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. Contractor(s) must provide solutions with the necessary redundancy, backup systems, and/or other disaster avoidance and recovery capabilities to support these needs. Contractor(s) must have the necessary staff for the installation and maintenance of their network responsibilities and necessary staff to assist the State in its installation and maintenance of critical network services. Upon request, the contractor 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 Contractor 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 equal to the difference between newly contracted monthly costs and the cost of the circuit or service being replaced, if incurred, until the deliverables are approved.

Up Time Requirement: The contract expectation is for a service that, at a minimum, will meet or exceed required specifications 99.5% of the month, not to exceed a maximum of 3.6 total hours of downtime/service non-compliance per 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 99.5% 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). Damages duration will round up to the next whole hour.

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. 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 6 hours depending on the amount of cumulative violations experienced in the month that exceeds the 99.5% 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.

L. MAINTENANCE SPECIFICATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RU			

When planned network maintenance activities are conducted by the Contractor which entails the risk of interrupting or diminishing service to Network Nebraska or its participants, the Network Nebraska Operation Center(s) must be notified at least three (3) business days in advance of the maintenance planned. Additionally, the contractor must agree to work with the Network Nebraska to find an alternate date and time of maintenance, if the proposed time would be particularly detrimental to Network Nebraska business needs. Mutually agreed upon maintenance activities are not considered a service violation and will not incur a service penalty.

The contractor must have in inventory the necessary spare equipment capable of restoring service in the event of contractor 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 Contractor 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 Contractor shall provide sufficient staff for peak and critical hours. The Contractor shall provide Network Nebraska with a local and toll-free number for trouble reporting.

The Contractor must respond to trouble reports within one (1) hour of notification. The Contractor 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.

M. **IMPLEMENTATION PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

The Bidder may submit with their proposal response, and must provide by April 1, 2019, an implementation plan for the deployment of the services, that reflect 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 Contractor will adhere to the implementation plan for deployment of services submitted as a requirement of this RFP.

N. **CONTRACT PERFORMANCE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

If the Contractor fails to perform an obligation under the contract, the State may declare the contractor in breach and provide a right to cure. Payment will not be made for goods not delivered or services not performed, without penalty until such deficiency is cured or otherwise adjudicated.

O. **DEPLOYMENT STATUS REPORTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

The Contractor'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.E. Project Requirements, including identification of issues affecting the deployment schedule, and recommended resolution(s) to any identified barriers to network deployment.

P. **CERTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

The State requires that the Bidder be certificated or permitted by, or registered with, the Public Service Commission (PSC) to provide the services outlined in this Section of this RFP (Neb.Rev.Stat. 81-1120.19).

Q. **COST SHEET INSTRUCTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
RK			

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 or non-recurring charges, or taxes and fees column as listed in Appendix A, B, or C. No additional charges will be accepted. The State shall not be required to purchase any specific service or minimum quantities of network services. The quantities 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 discounts based upon the number of network locations that join the network.

Please display costs in the format provided in Appendix A, B, and C. The bid prices listed must include the cost of doing business as indicated below. Provide a cost number in the appropriate cell.

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 INCLUDE A NOTE TO THAT EFFECT .

   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 within the bidding circuit.

3. **SOFTWARE, WARRANTY, AND MAINTENANCE COSTS**
   The Bidder will include warranty and maintenance of the provided circuits in the service rates.

4. **QUANTITY**

The State has the option of purchasing any quantity of services in any increment proposed. The State reserves the right to purchase any quantity of service. There will be no minimum or maximum quantities imposed as a result of any contract. All State agencies, the University of Nebraska, political subdivisions and other "eligible participants" will be allowed to purchase off this contract.

5. **PROPOSAL COST TABULATION**

The proposal cost will be tabulated with an intent to award made based on 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.

SAMPLE—Bidder 'A' will be compared to other bidders on School X based on overall cost of $138,473.60 for 48 months.

Entity	Bandwidth	Bidder 'A' NRC	Bidder 'A' MRC	Bidder 'A' Monthly Taxes/Fees	Bidder 'A' 48-month Cost
School X	100Mbps	$0	$500	$34.75	$25,668.00
School X	200Mbps	$0	$600	$41.70	$30,801.60
School X	300Mbps	$0	$700	$48.65	$35,935.20
School X	400Mbps	$5,000	$800	$55.60	$46,068.80
Total					**$138,473.60**

VII. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Proposal. The bidder must use the State's Cost Proposal template. The bidder should submit the State's Cost Proposal in accordance with Section I Submission of Proposal.

THE STATE'S COST PROPOSAL TEMPLATE AND ANY OTHER COST PROPOSAL SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST PROPOSAL

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Sheet supporting any and all costs.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

B. PRICES

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

Form A
Bidder Contact Sheet
Request for Proposal Number 6004 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Skywave Wireless, Inc.
Bidder Address:	121 S Main St PO Box 253 West Point, NE 68788
Contact Person & Title:	Ryan Kuester, General Manager
E-mail Address:	ryan@skywaveconnect.com
Telephone Number (Office):	402-372-1975
Telephone Number (Cellular):	402-380-1884
Fax Number:	402-372-1058

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Skywave Wireless, Inc.
Bidder Address:	121 S Main St PO Box 253 West Point, NE 68788
Contact Person & Title:	Ryan Kuester, General Manager
E-mail Address:	ryan@skywaveconnect.com
Telephone Number (Office):	402-372-1975
Telephone Number (Cellular):	402-380-1884
Fax Number:	402-372-1058

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

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 Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

RK NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" 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 RFP.

_____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.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Skywave Wireless, Inc.
COMPLETE ADDRESS:	121 S Main St, PO Box 253, West Point, NE 68788
TELEPHONE NUMBER:	402-372-1975
FAX NUMBER:	402-372-1058
E-MAIL ADDRESS	ryan@skywaveconnect.com
DATE:	2/13/2019
SIGNATURE:	Ryan Kuester
TYPED NAME & TITLE OF SIGNER:	Ryan Kuester, General Manager

FIRM NAME:___Skywave Wireless, Inc._____

RFP 6004 Z1
APPENDIX A

PRICING MUST BE PROVIDED NEXT TO EVERY BANDWIDTH INCREMENT ON EACH CIRCUIT BEING BID

Circuit #	USAC Billed Entity Number	ESU	BILLED ENTITY NAME FIBER SITE NAME	SEEKING	Non-recurring Cost-- Grand Island-College Park, 3180 W. Hwy 34	Monthly Recurring Cost-- Grand Island-College Park, 3180 W. Hwy 34	Monthly Taxes and Fees*-- Grand Island-College Park, 3180 W. Hwy 34	Total 48-month Cost-- Grand Island-College Park, 3180 W. Hwy 34	Non-recurring Cost-- Lincoln-Nebraska Hall, 901 N. 17th	Monthly Recurring Cost--Lincoln-Nebraska Hall, 901 N. 17th	Monthly Taxes and Fees*-- Lincoln-Nebraska Hall, 901 N. 17th	Total 48-month Cost-- Lincoln-Nebraska Hall, 901 N. 17th	Non-recurring Cost-- Omaha-Peter Kiewit Institute, 1110 S. 67th	Monthly Recurring Cost-- Omaha-Peter Kiewit Institute, 1110 S. 67th	Monthly Taxes and Fees*-- Omaha-Peter Kiewit Institute, 1110 S. 67th	Total 48-month Cost--Omaha-Peter Kiewit Institute, 1110 S. 67th	Non-recurring Cost-- Omaha-NDC, 1623 Farnam	Monthly Recurring Cost-- Omaha-NDC, 1623 Farnam	Monthly Taxes and Fees*-- Omaha-NDC, 1623 Farnam	Total 48-month Cost--Omaha-NDC, 1623 Farnam	Non-recurring Cost-- Scottsbluff-Panhandle Research Center, 4502 Ave I	Monthly Recurring Cost-- Scottsbluff-Panhandle Research Center, 4502 Ave I	Monthly Taxes and Fees*-- Scottsbluff-Panhandle Research Center, 4502 Ave I	Total 48-month Cost--Scottsbluff-Panhandle Research Center, 4502 Ave I
			NETWORK NEBRASKA E-RATE CONNECTIONS																					
1	17004206	19	OMAHA PUBLIC LIBRARY																					
			DOTCCOMM DATA CENTER	1 Gbps												$ -				$ -				
			1819 FARNAM STREET	2 Gbps												$ -				$ -				
			OMAHA, NE 68131	3 Gbps												$ -				$ -				
			Jon Henrichs, 402-444-6322	4 Gbps												$ -				$ -				
			DOUGLAS COUNTY	5 Gbps												$ -				$ -				
				6 Gbps												$ -				$ -				
				7 Gbps												$ -				$ -				
				8 Gbps												$ -				$ -				
				9 Gbps												$ -				$ -				
				10 Gbps												$ -				$ -				
2	78756	18	LINCOLN LUTHERAN SCHOOLS																					
			LINCOLN LUTHERAN MIDDLE/HIGH SCHOOL	100 Mbps				$ -				$ -				$ -				$ -				
			MAIN TELECOMMUNICATIONS CLOSET	200 Mbps				$ -				$ -				$ -				$ -				
			1100 N 56TH STREET	300 Mbps				$ -				$ -				$ -				$ -				
			LINCOLN, NE 68504	400 Mbps				$ -				$ -				$ -				$ -				
			Lloyd Sommerer, 402-467-5404	500 Mbps				$ -				$ -				$ -				$ -				
			LANCASTER COUNTY	600 Mbps				$ -				$ -				$ -				$ -				
				700 Mbps				$ -				$ -				$ -				$ -				
				800 Mbps				$ -				$ -				$ -				$ -				
				900 Mbps				$ -				$ -				$ -				$ -				
				1 Gbps				$ -				$ -				$ -				$ -				
3	138244	2	EDUCATIONAL SERVICE UNIT 2																					
			INDEPENDENT SCHOOL	50 Mbps				$ -				$ -				$ -				$ -				
			1102 COUNTY ROAD W	100 Mbps				$ -				$ -				$ -				$ -				
			FREMONT, NE 68025	150 Mbps				$ -				$ -				$ -				$ -				
			Corey Colvin, 402-721-7710 x233	200 Mbps				$ -				$ -				$ -				$ -				
			SAUNDERS COUNTY	250 Mbps				$ -				$ -				$ -				$ -				
4	TBD	2	BANCROFT PUBLIC LIBRARY																					
			BANCROFT PUBLIC LIBRARY	50 Mbps				$ -				$ -				$ -				$ -				
			103 E POPLAR STREET	100 Mbps				$ -				$ -				$ -				$ -				
			BANCROFT, NE 68004-0067	150 Mbps				$ -				$ -				$ -				$ -				
			Lesa Bargman, 402-648-3350	200 Mbps				$ -				$ -				$ -				$ -				
			CUMING COUNTY	250 Mbps				$ -				$ -				$ -				$ -				
5	138516	7	GENOA PUBLIC LIBRARY																					
			GENOA PUBLIC LIBRARY	50 Mbps				$ -				$ -				$ -				$ -				
			421 WILLARD AVENUE	100 Mbps				$ -				$ -				$ -				$ -				
			GENOA, NE 68640-0279	150 Mbps				$ -				$ -				$ -				$ -				
			Tammi Thiem, 402-993-2943	200 Mbps				$ -				$ -				$ -				$ -				
			NANCE COUNTY	250 Mbps				$ -				$ -				$ -				$ -				
6	138949	15	LIED IMPERIAL PUBLIC LIBRARY																					
			LIED IMPERIAL PUBLIC LIBRARY	50 Mbps				$ -				$ -				$ -				$ -				$ -
			703 BROADWAY STREET	100 Mbps				$ -				$ -				$ -				$ -				$ -
			IMPERIAL, NE 69033-0728	150 Mbps				$ -				$ -				$ -				$ -				$ -
			Beth Falla, 308-882-4754	200 Mbps				$ -				$ -				$ -				$ -				$ -
			CHASE COUNTY	250 Mbps				$ -				$ -				$ -				$ -				$ -
7	138698	8	VERDIGRE PUBLIC LIBRARY																					
			VERDIGRE PUBLIC LIBRARY	50 Mbps				$ -				$ -				$ -				$ -				
			101 E 3RD AVENUE	100 Mbps				$ -				$ -				$ -				$ -				
			VERDIGRE, NE 69783-0040	150 Mbps				$ -				$ -				$ -				$ -				
			Katie Hollman, 402-668-2677	200 Mbps				$ -				$ -				$ -				$ -				
			KNOX COUNTY	250 Mbps				$ -				$ -				$ -				$ -				
8	138451	5	WYMORE PUBLIC LIBRARY																					
			WYMORE PUBLIC LIBRARY	50 Mbps				$ -				$ -				$ -				$ -				
			116 WEST F STREET	100 Mbps				$ -				$ -				$ -				$ -				
			WYMORE, NE 68466-1736	150 Mbps				$ -				$ -				$ -				$ -				
			Janet Roberts, 402-645-3787	200 Mbps				$ -				$ -				$ -				$ -				
			GAGE COUNTY	250 Mbps				$ -				$ -				$ -				$ -				
9	139115	13	BAYARD PUBLIC LIBRARY																					
			BAYARD PUBLIC LIBRARY	50 Mbps				$ -				$ -				$ -				$ -				$ -
			509 AVENUE A	100 Mbps				$ -				$ -				$ -				$ -				$ -
			BAYARD, NE 69334-0676	150 Mbps				$ -				$ -				$ -				$ -				$ -
			Becky Henkel, 308-586-1144	200 Mbps				$ -				$ -				$ -				$ -				$ -
			MORRILL COUNTY	250 Mbps				$ -				$ -				$ -				$ -				$ -
10	138758	7	CENTRAL CITY PUBLIC LIBRARY																					
			CENTRAL CITY PUBLIC LIBRARY	50 Mbps				$ -				$ -				$ -				$ -				
			1604 15TH AVENUE	100 Mbps				$ -				$ -				$ -				$ -				
			CENTRAL CITY, NE 68826-1806	150 Mbps				$ -				$ -				$ -				$ -				
			Sara Lee, 308-946-2512	200 Mbps				$ -				$ -				$ -				$ -				
			MERRICK COUNTY	250 Mbps				$ -				$ -				$ -				$ -				
11	138601	8	CHAMBERS PUBLIC SCHOOLS																					
			CHAMBERS HIGH SCHOOL	50 Mbps				$ -				$ -				$ -				$ -				
			201 SOUTH A STREET	100 Mbps				$ -				$ -				$ -				$ -				
			CHAMBERS, NE 68725-0218	150 Mbps				$ -				$ -				$ -				$ -				
			Brent Pickrel, 402-887-5041 x1234	200 Mbps				$ -				$ -				$ -				$ -				
			HOLT COUNTY	250 Mbps				$ -				$ -				$ -				$ -				
12	16064135	8	NEBRASKA UNIFIED DISTRICT 1																					
			CLEARWATER HIGH SCHOOL	50 Mbps				$ -				$ -				$ -				$ -				
			501 IOWA STREET	100 Mbps				$ -				$ -				$ -				$ -				
			CLEARWATER, NE 68726-0038	150 Mbps				$ -				$ -				$ -				$ -				
			Brent Pickrel, 402-887-5041 x1234	200 Mbps				$ -				$ -				$ -				$ -				
			ANTELOPE COUNTY	250 Mbps				$ -				$ -				$ -				$ -				
13	138487	8	WHEELER CENTRAL PUBLIC SCHOOLS																					
			WHEELER CENTRAL HIGH SCHOOL	50 Mbps				$ -				$ -				$ -				$ -				
			600 RANDOLPH WEST	100 Mbps				$ -				$ -				$ -				$ -				
			BARTLETT, NE 68622-0068	150 Mbps				$ -				$ -				$ -				$ -				
			Brent Pickrel, 402-887-5041 x1234	200 Mbps				$ -				$ -				$ -				$ -				
			WHEELER COUNTY	250 Mbps				$ -				$ -				$ -				$ -				
14	139039	13	POTTER DIX PUBLIC SCHOOLS																					
			DIX ELEMENTARY SCHOOL	50 Mbps				$ -				$ -				$ -				$ -				
			304 HORRUM STREET	100 Mbps				$ -				$ -				$ -				$ -				
			DIX, NE 69133	150 Mbps				$ -				$ -				$ -				$ -				
			Ben Mientka, 308-641-9579	200 Mbps				$ -				$ -				$ -				$ -				
			CHEYENNE COUNTY	250 Mbps				$ -				$ -				$ -				$ -				

*IF THE BIDDER CHOOSES TO INCLUDE TAXES AND FEES IN THE NRC AND MRC, THE TAXES AND FEES COLUMN SHOULD REMAIN BLANK.

FIRM NAME:___Skywave Wireless, Inc._____

RFP 6004 Z1
APPENDIX A

PRICING MUST BE PROVIDED NEXT TO EVERY BANDWIDTH INCREMENT ON EACH CIRCUIT BEING BID

Circuit #	USAC Billed Entity Number	ESU	BILLED ENTITY NAME FIBER SITE NAME	SEEKING	Non-recurring Cost-- Grand Island-College Park, 3180 W. Hwy 34	Monthly Recurring Cost-- Grand Island-College Park, 3180 W. Hwy 34	Monthly Taxes and Fees*-- Grand Island-College Park, 3180 W. Hwy 34	Total 48-month Cost-- Grand Island-College Park, 3180 W. Hwy 34	Non-recurring Cost-- Lincoln-Nebraska Hall, 901 N. 17th	Monthly Recurring Cost--Lincoln-Nebraska Hall, 901 N. 17th	Monthly Taxes and Fees*-- Lincoln-Nebraska Hall, 901 N. 17th	Total 48-month Cost-- Lincoln-Nebraska Hall, 901 N. 17th	Non-recurring Cost-- Omaha-Peter Kiewit Institute, 1110 S. 67th	Monthly Recurring Cost-- Omaha-Peter Kiewit Institute, 1110 S. 67th	Monthly Taxes and Fees*-- Omaha-Peter Kiewit Institute, 1110 S. 67th	Total 48-month Cost--Omaha-Peter Kiewit Institute, 1110 S. 67th	Non-recurring Cost-- Omaha-NDC, 1623 Farnam	Monthly Recurring Cost-- Omaha-NDC, 1623 Farnam	Monthly Taxes and Fees*-- Omaha-NDC, 1623 Farnam	Total 48-month Cost--Omaha-NDC, 1623 Farnam	Non-recurring Cost-- Scottsbluff-Panhandle Research Center, 4502 Ave I	Monthly Recurring Cost-- Scottsbluff-Panhandle Research Center, 4502 Ave I	Monthly Taxes and Fees*-- Scottsbluff-Panhandle Research Center, 4502 Ave I	Total 48-month Cost--Scottsbluff-Panhandle Research Center, 4502 Ave I
15	139153	13	SIOUX COUNTY SCHOOLS																					
			HARRISON ELEMENTARY SCHOOL	50 Mbps				$ -				$ -				$ -				$ -				
			240 W 3RD STREET	100 Mbps				$ -				$ -				$ -				$ -				
			HARRISON, NE 69346	150 Mbps				$ -				$ -				$ -				$ -				
			Ben Mientka, 308-641-9579	200 Mbps				$ -				$ -				$ -				$ -				
			SIOUX COUNTY	250 Mbps				$ -				$ -				$ -				$ -				
			NON E-RATE CONNECTIONS TO NETWORK NEBRASKA																					
16			HASTINGS COLLEGE																					
			917 APARTMENTS, BASEMENT WIRING CLOSET	1.0 Gbps				$ -				$ -				$ -				$ -				
			917 N 6TH ST	1.5 Gbps				$ -				$ -				$ -				$ -				
			HASTINGS, NE 68901	2.0 Gbps				$ -				$ -				$ -				$ -				
			Josh Kelley, 402-461-7731	2.5 Gbps				$ -				$ -				$ -				$ -				
			ADAMS COUNTY	3.0 Gbps				$ -				$ -				$ -				$ -				
				3.5 Gbps				$ -				$ -				$ -				$ -				
				4.0 Gbps				$ -				$ -				$ -				$ -				
				4.5 Gbps				$ -				$ -				$ -				$ -				
				5.0 Gbps				$ -				$ -				$ -				$ -				
17			HASTINGS COLLEGE																					
			HURLEY MCDONALD BLDG, BASEMENT WIRING CLOSET	1.0 Gbps				$ -				$ -				$ -				$ -				
			710 N TURNER ST	1.5 Gbps				$ -				$ -				$ -				$ -				
			HASTINGS, NE 68901	2.0 Gbps				$ -				$ -				$ -				$ -				
			Josh Kelley, 402-461-7731	2.5 Gbps				$ -				$ -				$ -				$ -				
			ADAMS COUNTY	3.0 Gbps				$ -				$ -				$ -				$ -				
				3.5 Gbps				$ -				$ -				$ -				$ -				
				4.0 Gbps				$ -				$ -				$ -				$ -				
				4.5 Gbps				$ -				$ -				$ -				$ -				
				5.0 Gbps				$ -				$ -				$ -				$ -				
18			CONCORDIA UNIVERSITY																					
			LINK LIBRARY ITC CENTER	1.0 Gbps				$ -				$ -				$ -				$ -				
			800 N COLUMBIA AVE	1.5 Gbps				$ -				$ -				$ -				$ -				
			SEWARD, NE 68434	2.0 Gbps				$ -				$ -				$ -				$ -				
			Kent Einspahr, 402-643-7315	2.5 Gbps				$ -				$ -				$ -				$ -				
			SEWARD COUNTY	3.0 Gbps				$ -				$ -				$ -				$ -				
				3.5 Gbps				$ -				$ -				$ -				$ -				
				4.0 Gbps				$ -				$ -				$ -				$ -				
				4.5 Gbps				$ -				$ -				$ -				$ -				
				5.0 Gbps				$ -				$ -				$ -				$ -				
19			LOWER PLATTE NORTH NRD																					
			LOWER PLATTE NORTH NRD HQ OFFICE	50 Mbps				$ -				$ -				$ -				$ -				
			511 COMMERCIAL PARK ROAD	100 Mbps				$ -				$ -				$ -				$ -				
			WAHOO, NE 68066	150 Mbps				$ -				$ -				$ -				$ -				
			Eric Gottschalk, 402-443-4675	200 Mbps				$ -				$ -				$ -				$ -				
			SAUNDERS COUNTY	250 Mbps				$ -				$ -				$ -				$ -				
				300 Mbps				$ -				$ -				$ -				$ -				
				350 Mbps				$ -				$ -				$ -				$ -				
				400 Mbps				$ -				$ -				$ -				$ -				
				450 Mbps				$ -				$ -				$ -				$ -				
				500 Mbps				$ -				$ -				$ -				$ -				
20			LOWER PLATTE SOUTH NRD																					
			LOWER PLATTE SOUTH NRD HQ	50 Mbps				$ -				$ -				$ -				$ -				
			3125 PORTIA STREET	100 Mbps				$ -				$ -				$ -				$ -				
			LINCOLN, NE 68521	150 Mbps				$ -				$ -				$ -				$ -				
			Nathan Kuhlman, 402-476-2729	200 Mbps				$ -				$ -				$ -				$ -				
			LANCASTER COUNTY	250 Mbps				$ -				$ -				$ -				$ -				
				300 Mbps				$ -				$ -				$ -				$ -				
				350 Mbps				$ -				$ -				$ -				$ -				
				400 Mbps				$ -				$ -				$ -				$ -				
				450 Mbps				$ -				$ -				$ -				$ -				
				500 Mbps				$ -				$ -				$ -				$ -				
21			PAPIO-MISSOURI RIVER NRD																					
			PAPIO-MISSOURI RIVER NRD HQ	50 Mbps				$ -				$ -				$ -				$ -				
			8901 S. 154TH STREET	100 Mbps				$ -				$ -				$ -				$ -				
			OMAHA, NE 68138-3621	150 Mbps				$ -				$ -				$ -				$ -				
			Bill Brush, 402-444-6222	200 Mbps				$ -				$ -				$ -				$ -				
			SARPY COUNTY	250 Mbps				$ -				$ -				$ -				$ -				
				300 Mbps				$ -				$ -				$ -				$ -				
				350 Mbps				$ -				$ -				$ -				$ -				
				400 Mbps				$ -				$ -				$ -				$ -				
				450 Mbps				$ -				$ -				$ -				$ -				
				500 Mbps				$ -				$ -				$ -				$ -				

*IF THE BIDDER CHOOSES TO INCLUDE TAXES AND FEES IN THE NRC AND MRC, THE TAXES AND FEES COLUMN SHOULD REMAIN BLANK.

FIRM NAME:___Skywave Wireless, Inc._____

RFP 6004 Z1
APPENDIX B revised

PRICING MUST BE PROVIDED NEXT TO EVERY BANDWIDTH INCREMENT ON EACH CIRCUIT BEING BID

Circuit #	BILLED ENTITY NAME FIBER SITE NAME	SEEKING	Non-recurring Cost- - Grand Island-College Park, 3180 W. Hwy 34	Monthly Recurring Cost-- Grand Island-College Park, 3180 W. Hwy 34	Monthly Taxes and Fees*-- Grand Island-College Park, 3180 W. Hwy 34	Total 48-month Cost-- Grand Island-College Park, 3180 W. Hwy 34	Non-recurring Cost- - Lincoln-Nebraska Hall, 901 N. 17th	Monthly Recurring Cost--Lincoln-Nebraska Hall, 901 N. 17th	Monthly Taxes and Fees*-- Lincoln-Nebraska Hall, 901 N. 17th	Total 48-month Cost-- Lincoln-Nebraska Hall, 901 N. 17th	Non-recurring Cost- - Omaha-Peter Kiewit Institute, 1110 S. 67th	Monthly Recurring Cost-- Omaha-Peter Kiewit Institute, 1110 S. 67th	Monthly Taxes and Fees*-- Omaha-Peter Kiewit Institute, 1110 S. 67th	Total 48-month Cost--Omaha-Peter Kiewit Institute, 1110 S. 67th	Non-recurring Cost- - Omaha-NDC, 1623 Farnam	Monthly Recurring Cost-- Omaha-NDC, 1623 Farnam	Monthly Taxes and Fees*-- Omaha-NDC, 1623 Farnam	Total 48-month Cost--Omaha-NDC, 1623 Farnam	Non-recurring Cost- - Scottsbluff-Panhandle Research Center, 4502 Ave I	Monthly Recurring Cost-- Scottsbluff-Panhandle Research Center, 4502 Ave I	Monthly Taxes and Fees*-- Scottsbluff-Panhandle Research Center, 4502 Ave I	Total 48-month Cost--Scottsbluff-Panhandle Research Center, 4502 Ave I
	NET TOWER CONNECTIONS																					
1	NEBRASKA EDUCATIONAL TELEVISION (NET)																					
	TRANSMITTER K23AA-D	50 Mbps				$ -				$ -				$ -				$ -				$ -
	30658 SW 142ND RD	100 Mbps				$ -				$ -				$ -				$ -				$ -
	BEATRICE, NE 68310	150 Mbps				$ -				$ -				$ -				$ -				$ -
	ASR: 1029926	200 Mbps				$ -				$ -				$ -				$ -				$ -
	40.218611, -96.915833	250 Mbps				$ -				$ -				$ -				$ -				$ -
	Matt Sperling, 402-470-6507	300 Mbps				$ -				$ -				$ -				$ -				$ -
	GAGE COUNTY	350 Mbps				$ -				$ -				$ -				$ -				$ -
		400 Mbps				$ -				$ -				$ -				$ -				$ -
		450 Mbps				$ -				$ -				$ -				$ -				$ -
		500 Mbps				$ -				$ -				$ -				$ -				$ -
2	NEBRASKA EDUCATIONAL TELEVISION (NET)																					
	TRANSMITTER KUCV-FM	50 Mbps				$ -				$ -				$ -				$ -				$ -
	417 SW 29TH RD	100 Mbps				$ -				$ -				$ -				$ -				$ -
	HALLAM, NE 68331	150 Mbps				$ -				$ -				$ -				$ -				$ -
	ASR: 1026482 (Tower owned by Vertical Bridge S3 Assets, LLC)	200 Mbps				$ -				$ -				$ -				$ -				$ -
	40.518333, -96.768611	250 Mbps				$ -				$ -				$ -				$ -				$ -
	Matt Sperling, 402-470-6507	300 Mbps				$ -				$ -				$ -				$ -				$ -
	LANCASTER COUNTY	350 Mbps				$ -				$ -				$ -				$ -				$ -
		400 Mbps				$ -				$ -				$ -				$ -				$ -
		450 Mbps				$ -				$ -				$ -				$ -				$ -
		500 Mbps				$ -				$ -				$ -				$ -				$ -
3	NEBRASKA EDUCATIONAL TELEVISION (NET)																					
	TRANSMITTER K501D-D	50 Mbps				$ -				$ -				$ -				$ -				$ -
	CORNER OF 843RD ROAD AND 524TH AVENUE	100 Mbps				$ -				$ -				$ -				$ -				$ -
	NELIGH, NE 68756	150 Mbps				$ -				$ -				$ -				$ -				$ -
	ASR: 1041790 (Tower owned by Gray Television Group, Inc.)	200 Mbps				$ -				$ -				$ -				$ -				$ -
	42.045, -98.029167	250 Mbps				$ -				$ -				$ -				$ -				$ -
	Matt Sperling, 402-470-6507	300 Mbps				$ -				$ -				$ -				$ -				$ -
	ANTELOPE COUNTY	350 Mbps				$ -				$ -				$ -				$ -				$ -
		400 Mbps				$ -				$ -				$ -				$ -				$ -
		450 Mbps				$ -				$ -				$ -				$ -				$ -
		500 Mbps				$ -				$ -				$ -				$ -				$ -
4	NEBRASKA EDUCATIONAL TELEVISION (NET)																					
	TRANSMITTER K10JW-D	50 Mbps				$ -				$ -				$ -				$ -				$ -
	100 N. SKYLINE DRIVE	100 Mbps				$ -				$ -				$ -				$ -				$ -
	VERDIGRE, NE 68783	150 Mbps				$ -				$ -				$ -				$ -				$ -
	NO ASR: VILLAGE OF VERDIGRE WATER TOWER	200 Mbps				$ -				$ -				$ -				$ -				$ -
	42.598611, -98.042	250 Mbps				$ -				$ -				$ -				$ -				$ -
	Matt Sperling, 402-470-6507	300 Mbps				$ -				$ -				$ -				$ -				$ -
	KNOX COUNTY	350 Mbps				$ -				$ -				$ -				$ -				$ -
		400 Mbps				$ -				$ -				$ -				$ -				$ -
		450 Mbps				$ -				$ -				$ -				$ -				$ -
		500 Mbps				$ -				$ -				$ -				$ -				$ -
5	NEBRASKA EDUCATIONAL TELEVISION (NET)																					
	TRANSMITTER K44FN-D	50 Mbps				$ -				$ -				$ -				$ -				$ -
	71888 ROAD 372 (2 MILES NORTH ON COUNTY ROAD 372, WEST OF CULBERTON)	100 Mbps				$ -				$ -				$ -				$ -				$ -
	CULBERTSON, NE 69024	150 Mbps				$ -				$ -				$ -				$ -				$ -
	ASR: 1027242 (Pinpoint Communications Tower)	200 Mbps				$ -				$ -				$ -				$ -				$ -
	40.262773, -100.892205	250 Mbps				$ -				$ -				$ -				$ -				$ -
	Matt Sperling, 402-470-6507	300 Mbps				$ -				$ -				$ -				$ -				$ -
	HITCHCOCK COUNTY	350 Mbps				$ -				$ -				$ -				$ -				$ -
		400 Mbps				$ -				$ -				$ -				$ -				$ -
		450 Mbps				$ -				$ -				$ -				$ -				$ -
		500 Mbps				$ -				$ -				$ -				$ -				$ -
6	NEBRASKA EDUCATIONAL TELEVISION (NET)																					
	TRANSMITTER K06KR-D	50 Mbps				$ -				$ -				$ -				$ -				$ -
	NE-71, South at Water Plant	100 Mbps				$ -				$ -				$ -				$ -				$ -
	CRAWFORD, NE ~~68310~~ 69339	150 Mbps				$ -				$ -				$ -				$ -				$ -
	NO ASR: CITY OF CRAWFORD WATER PLANT	200 Mbps				$ -				$ -				$ -				$ -				$ -
	42.670222, -103.402972	250 Mbps				$ -				$ -				$ -				$ -				$ -
	Matt Sperling, 402-470-6507	300 Mbps				$ -				$ -				$ -				$ -				$ -
	DAWES COUNTY	350 Mbps				$ -				$ -				$ -				$ -				$ -
		400 Mbps				$ -				$ -				$ -				$ -				$ -
		450 Mbps				$ -				$ -				$ -				$ -				$ -
		500 Mbps				$ -				$ -				$ -				$ -				$ -
7	NEBRASKA EDUCATIONAL TELEVISION (NET)																					
	TRANSMITTER K08LN-D	50 Mbps				$ -				$ -				$ -				$ -				$ -
	PLEASANT RIDGE ROAD, NW OF HARRISON	100 Mbps				$ -				$ -				$ -				$ -				$ -
	HARRISON, NE 69346	150 Mbps				$ -				$ -				$ -				$ -				$ -
	NO ASR: OCIO PUBLIC SAFETY TOWER	200 Mbps				$ -				$ -				$ -				$ -				$ -
	42.784667, -103.996583	250 Mbps				$ -				$ -				$ -				$ -				$ -
	Matt Sperling, 402-470-6507	300 Mbps				$ -				$ -				$ -				$ -				$ -
	SIOUX COUNTY	350 Mbps				$ -				$ -				$ -				$ -				$ -
		400 Mbps				$ -				$ -				$ -				$ -				$ -
		450 Mbps				$ -				$ -				$ -				$ -				$ -
		500 Mbps				$ -				$ -				$ -				$ -				$ -
8	NEBRASKA EDUCATIONAL TELEVISION (NET)																					
	TRANSMITTER K14MI-D	50 Mbps				$ -				$ -				$ -				$ -				$ -
	WATER TOWER BETWEEN COTTONWOOD DRIVE & CHERRY STREET	100 Mbps				$ -				$ -				$ -				$ -				$ -
	NIOBRARA, NE 68760	150 Mbps				$ -				$ -				$ -				$ -				$ -
	NO ASR: VILLAGE OF NIOBRARA WATER TOWER	200 Mbps				$ -				$ -				$ -				$ -				$ -
	42.745, -98.033667	250 Mbps				$ -				$ -				$ -				$ -				$ -
	Matt Sperling, 402-470-6507	300 Mbps				$ -				$ -				$ -				$ -				$ -
	KNOX COUNTY	350 Mbps				$ -				$ -				$ -				$ -				$ -
		400 Mbps				$ -				$ -				$ -				$ -				$ -
		450 Mbps				$ -				$ -				$ -				$ -				$ -
		500 Mbps				$ -				$ -				$ -				$ -				$ -
9	NEBRASKA EDUCATIONAL TELEVISION (NET)																					
	TRANSMITTER K20JI-D	50 Mbps				$ -				$ -				$ -				$ -				$ -
	NORTH PARK AVENUE	100 Mbps				$ -				$ -				$ -				$ -				$ -
	WAUNETA, NE 69045	150 Mbps				$ -				$ -				$ -				$ -				$ -
	NO ASR: VILLAGE OF WAUNETA	200 Mbps				$ -				$ -				$ -				$ -				$ -
	40.420528, -101.366528	250 Mbps				$ -				$ -				$ -				$ -				$ -
	Matt Sperling, 402-470-6507	300 Mbps				$ -				$ -				$ -				$ -				$ -
	CHASE COUNTY	350 Mbps				$ -				$ -				$ -				$ -				$ -
		400 Mbps				$ -				$ -				$ -				$ -				$ -
		450 Mbps				$ -				$ -				$ -				$ -				$ -
		500 Mbps				$ -				$ -				$ -				$ -				$ -

*IF THE BIDDER CHOOSES TO INCLUDE TAXES AND FEES IN THE NRC AND MRC, THE TAXES AND FEES COLUMN SHOULD REMAIN BLANK.

FIRM NAME:___Skywave Wireless, Inc._____

RFP 6004 Z1
APPENDIX B revised

PRICING MUST BE PROVIDED NEXT TO EVERY BANDWIDTH INCREMENT ON EACH CIRCUIT BEING BID

Circuit #	BILLED ENTITY NAME FIBER SITE NAME	SEEKING	Non-recurring Cost- - Grand Island-College Park, 3180 W. Hwy 34	Monthly Recurring Cost-- Grand Island-College Park, 3180 W. Hwy 34	Monthly Taxes and Fees*-- Grand Island-College Park, 3180 W. Hwy 34	Total 48-month Cost-- Grand Island-College Park, 3180 W. Hwy 34	Non-recurring Cost- - Lincoln-Nebraska Hall, 901 N. 17th	Monthly Recurring Cost--Lincoln-Nebraska Hall, 901 N. 17th	Monthly Taxes and Fees*-- Lincoln-Nebraska Hall, 901 N. 17th	Total 48-month Cost-- Lincoln-Nebraska Hall, 901 N. 17th	Non-recurring Cost- - Omaha-Peter Kiewit Institute, 1110 S. 67th	Monthly Recurring Cost-- Omaha-Peter Kiewit Institute, 1110 S. 67th	Monthly Taxes and Fees*-- Omaha-Peter Kiewit Institute, 1110 S. 67th	Total 48-month Cost--Omaha-Peter Kiewit Institute, 1110 S. 67th	Non-recurring Cost- - Omaha-NDC, 1623 Farnam	Monthly Recurring Cost-- Omaha-NDC, 1623 Farnam	Monthly Taxes and Fees*-- Omaha-NDC, 1623 Farnam	Total 48-month Cost--Omaha-NDC, 1623 Farnam	Non-recurring Cost- - Scottsbluff-Panhandle Research Center, 4502 Ave I	Monthly Recurring Cost-- Scottsbluff-Panhandle Research Center, 4502 Ave I	Monthly Taxes and Fees*-- Scottsbluff-Panhandle Research Center, 4502 Ave I	Total 48-month Cost--Scottsbluff-Panhandle Research Center, 4502 Ave I
10	NEBRASKA EDUCATIONAL TELEVISION (NET)																					
	TRANSMITTER K24GO-D	50 Mbps				$ -				$ -				$ -				$ -				$ -
	1299 S 17TH AVENUE	100 Mbps				$ -				$ -				$ -				$ -				$ -
	BLAIR, NE 68008	150 Mbps				$ -				$ -				$ -				$ -				$ -
	NO ASR: HUNTEL CABLE D.B.A. AMERICAN BROADBAND	200 Mbps				$ -				$ -				$ -				$ -				$ -
	41.531361, -96.136944	250 Mbps				$ -				$ -				$ -				$ -				$ -
	Matt Sperling, 402-470-6507	300 Mbps				$ -				$ -				$ -				$ -				$ -
	WASHINGTON COUNTY	350 Mbps				$ -				$ -				$ -				$ -				$ -
		400 Mbps				$ -				$ -				$ -				$ -				$ -
		450 Mbps				$ -				$ -				$ -				$ -				$ -
		500 Mbps				$ -				$ -				$ -				$ -				$ -
11	NEBRASKA EDUCATIONAL TELEVISION (NET)																					
	TRANSMITTER K33AC-D	50 Mbps				$ -				$ -				$ -				$ -				$ -
	71519 HWY 99	100 Mbps				$ -				$ -				$ -				$ -				$ -
	BURCHARD, NE 68323	150 Mbps				$ -				$ -				$ -				$ -				$ -
	ASR: 1029927	200 Mbps				$ -				$ -				$ -				$ -				$ -
	40.183611, -96.351389	250 Mbps				$ -				$ -				$ -				$ -				$ -
	Matt Sperling, 402-470-6507	300 Mbps				$ -				$ -				$ -				$ -				$ -
	DUNDY COUNTY	350 Mbps				$ -				$ -				$ -				$ -				$ -
		400 Mbps				$ -				$ -				$ -				$ -				$ -
		450 Mbps				$ -				$ -				$ -				$ -				$ -
		500 Mbps				$ -				$ -				$ -				$ -				$ -
12	NEBRASKA EDUCATIONAL TELEVISION (NET)																					
	TRANSMITTER K33FO-D	50 Mbps				$ -				$ -				$ -				$ -				$ -
	.5 mile EAST of Intersection of DUNDY CO ROAD & AVENUE 345	100 Mbps				$ -				$ -				$ -				$ -				$ -
	MAX, NE 69037	150 Mbps				$ -				$ -				$ -				$ -				$ -
	ASR: 1027243 (Pinpoint Communications)	200 Mbps				$ -				$ -				$ -				$ -				$ -
	40.074167, -101.3925	250 Mbps				$ -				$ -				$ -				$ -				$ -
	Matt Sperling, 402-470-6507	300 Mbps				$ -				$ -				$ -				$ -				$ -
	GAGE COUNTY	350 Mbps				$ -				$ -				$ -				$ -				$ -
		400 Mbps				$ -				$ -				$ -				$ -				$ -
		450 Mbps				$ -				$ -				$ -				$ -				$ -
		500 Mbps				$ -				$ -				$ -				$ -				$ -
13	NEBRASKA EDUCATIONAL TELEVISION (NET)																					
	TRANSMITTER K34IB-D	50 Mbps				$ -				$ -				$ -				$ -				$ -
	HILLCREST CEMETERY, 5TH AVENUE & HILLCREST ROAD	100 Mbps				$ -				$ -				$ -				$ -				$ -
	DECATUR, NE 68020	150 Mbps				$ -				$ -				$ -				$ -				$ -
	NO ASR: DECATUR CEMETERY BOARD	200 Mbps				$ -				$ -				$ -				$ -				$ -
	42.005806, -96.257222	250 Mbps				$ -				$ -				$ -				$ -				$ -
	Matt Sperling, 402-470-6507	300 Mbps				$ -				$ -				$ -				$ -				$ -
	BURT COUNTY	350 Mbps				$ -				$ -				$ -				$ -				$ -
		400 Mbps				$ -				$ -				$ -				$ -				$ -
		450 Mbps				$ -				$ -				$ -				$ -				$ -
		500 Mbps				$ -				$ -				$ -				$ -				$ -

*IF THE BIDDER CHOOSES TO INCLUDE TAXES AND FEES IN THE NRC AND MRC, THE TAXES AND FEES COLUMN SHOULD REMAIN BLANK.

FIRM NAME:___Skwave Wireless, Inc._____

RFP 6004 Z1
APPENDIX C

PRICING MUST BE PROVIDED NEXT TO EVERY BANDWIDTH INCREMENT ON EACH CIRCUIT BEING BID

Circuit #	USAC Billed Entity Number	ESU	BILLED ENTITY NAME FIBER SITE NAME		SEEKING	Non-recurring Cost	Monthly Recurring Cost	Monthly Taxes and Fees	Total 48-month Cost
			POINT TO POINT CONNECTIONS						
1		2	BANCROFT PUBLIC LIBRARY TO BANCROFT-ROSALIE PUBLIC SCHOOLS						
			BANCROFT PUBLIC LIBRARY	BANCROFT-ROSALIE PUBLIC SCHOOL	50 Mbps	$ 95.00	$ 490.00		$ 23,615.00
			103 E POPLAR STREET	708 MAIN STREET	100 Mbps	$ 95.00	$ 500.00		$ 24,095.00
			BANCROFT, NE 68004-0067	BANCROFT, NE 68004	150 Mbps	$ 95.00	$ 510.00		$ 24,575.00
			Lesa Bargman, 402-648-3350	Jon Cerny, 402-648-3336	200 Mbps	$ 95.00	$ 520.00		$ 25,055.00
			CUMING COUNTY		250 Mbps	$ 95.00	$ 530.00		$ 25,535.00
2		13	BAYARD PUBLIC LIBRARY TO BAYARD PUBLIC SCHOOLS						
			BAYARD PUBLIC LIBRARY	BAYARD PUBLIC SCHOOL	50 Mbps				$ -
			509 AVENUE A	726 4TH AVENUE	100 Mbps				$ -
			BAYARD, NE 69334-0676	BAYARD, NE 69334	150 Mbps				$ -
			Becky Henkel, 308-586-1144	Travis Miller, 308-586-1325	200 Mbps				$ -
			MORRILL COUNTY		250 Mbps				$ -
3		7	CENTRAL CITY PUBLIC LIBRARY TO CENTRAL CITY PUBLIC SCHOOLS						
			CENTRAL CITY PUBLIC LIBRARY	CENTRAL CITY HIGH SCHOOL	50 Mbps	$ 95.00	$ 1,610.00		$ 77,375.00
			1604 15TH AVENUE	1510 28TH AVENUE	100 Mbps	$ 95.00	$ 1,620.00		$ 77,855.00
			CENTRAL CITY, NE 68826-1806	CENTRAL CITY, NE 68826	150 Mbps	$ 95.00	$ 1,630.00		$ 78,335.00
			Sara Lee, 308-946-2512	Jeff Jensen, 308-946-3055	200 Mbps	$ 95.00	$ 1,640.00		$ 78,815.00
			MERRICK COUNTY		250 Mbps	$ 95.00	$ 1,650.00		$ 79,295.00
4		7	GENOA PUBLIC LIBRARY TO TWIN RIVER PUBLIC SCHOOLS						
			GENOA PUBLIC LIBRARY	TWIN RIVER HIGH SCHOOL	50 Mbps	$ 95.00	$ 610.00		$ 29,375.00
			421 WILLARD AVENUE	816 WILLARD AVENUE	100 Mbps	$ 95.00	$ 620.00		$ 29,855.00
			GENOA, NE 68640-0279	GENOA, NE 68640	150 Mbps	$ 95.00	$ 630.00		$ 30,335.00
			Tammi Thiem, 402-993-2943	John Weidner, 402-993-2274	200 Mbps	$ 95.00	$ 640.00		$ 30,815.00
			NANCE COUNTY		250 Mbps	$ 95.00	$ 650.00		$ 31,295.00
5		15	LIED IMPERIAL PUBLIC LIBRARY TO CHASE COUNTY PUBLIC SCHOOLS						
			LIED IMPERIAL PUBLIC LIBRARY	CHASE COUNTY HIGH SCHOOL	50 Mbps				$ -
			703 BROADWAY STREET	520 EAST 9TH STREET	100 Mbps				$ -
			IMPERIAL, NE 69033-0728	IMPERIAL, NE 69033	150 Mbps				$ -
			Beth Falla, 308-882-4754	Randy Klooz, 308-882-4304	200 Mbps				$ -
			CHASE COUNTY		250 Mbps				$ -
6		5	WYMORE PUBLIC LIBRARY TO SOUTHERN PUBLIC SCHOOLS						
			WYMORE PUBLIC LIBRARY	SOUTHERN HIGH SCHOOL	50 Mbps	$ 95.00	$ 530.00		$ 25,535.00
			116 WEST F STREET	115 S 11TH STREET	100 Mbps	$ 95.00	$ 540.00		$ 26,015.00
			WYMORE, NE 68466-1736	WYMORE, NE 68466	150 Mbps	$ 95.00	$ 550.00		$ 26,495.00
			Janet Roberts, 402-645-3787	Chris Prososki, 402-645-3326	200 Mbps	$ 95.00	$ 560.00		$ 26,975.00
			GAGE COUNTY		250 Mbps	$ 95.00	$ 570.00		$ 27,455.00
7		8	CLEARWATER PUBLIC LIBRARY TO NEBRASKA UNIFIED SCHOOL DISTRICT 1						
			CLEARWATER PUBLIC LIBRARY	CLEARWATER HIGH SCHOOL	50 Mbps	$ 95.00	$ 880.00		$ 42,335.00
			626 MAIN STREET	501 IOWA STREET	100 Mbps	$ 95.00	$ 890.00		$ 42,815.00
			CLEARWATER, NE 68726	CLEARWATER, NE 68726	150 Mbps	$ 95.00	$ 900.00		$ 43,295.00
			Kathy Feusse, 402-485-2034	Dale Martin, 402-893-2068	200 Mbps	$ 95.00	$ 910.00		$ 43,775.00
			ANTELOPE COUNTY		250 Mbps	$ 95.00	$ 920.00		$ 44,255.00
8		8	ORCHARD PUBLIC LIBRARY TO NEBRASKA UNIFIED SCHOOL DISTRICT 1						
			ORCHARD PUBLIC LIBRARY	ORCHARD HIGH SCHOOL	50 Mbps	$ 95.00	$ 570.00		$ 27,455.00
			232 WINDOM STREET	425 EAST 4TH STREET	100 Mbps	$ 95.00	$ 580.00		$ 27,935.00
			ORCHARD, NE 68764-0317	ORCHARD, NE	150 Mbps	$ 95.00	$ 590.00		$ 28,415.00
			Donna Hamilton, 402-893-4606	Dale Martin, 402-893-2068	200 Mbps	$ 95.00	$ 600.00		$ 28,895.00
			ANTELOPE COUNTY		250 Mbps	$ 95.00	$ 610.00		$ 29,375.00
9		8	VERDIGRE PUBLIC LIBRARY TO NEBRASKA UNIFIED SCHOOL DISTRICT 1						
			VERDIGRE PUBLIC LIBRARY	VERDIGRE SCHOOL	50 Mbps	$ 95.00	$ 490.00		$ 23,615.00
			101 EAST 3RD AVENUE	201 S 3RD STREET	100 Mbps	$ 95.00	$ 500.00		$ 24,095.00
			VERDIGRE, NE 69783-0040	VERDIGRE, NE 68783	150 Mbps	$ 95.00	$ 510.00		$ 24,575.00
			Katie Hollman, 402-668-2677	Dale Martin, 402-893-2068	200 Mbps	$ 95.00	$ 520.00		$ 25,055.00
			KNOX COUNTY		250 Mbps	$ 95.00	$ 530.00		$ 25,535.00
10		13	HARRISON ELEMENTARY SCHOOL TO SIOUX COUNTY HIGH SCHOOL						
			HARRISON ELEMENTARY SCHOOL	SIOUX COUNTY HIGH SCHOOL	50 Mbps				$ -
			240 W 3RD STREET	435 KATE STREET	100 Mbps				$ -
			HARRISON, NE 69346	HARRISON, NE 69346	150 Mbps				$ -
			Ben Mientka, 308-641-9579	Ben Mientka, 308-641-9579	200 Mbps				$ -
			SIOUX COUNTY		250 Mbps				$ -
11		13	DIX ELEMENTARY SCHOOL TO POTTER-DIX HIGH SCHOOL						
			DIX ELEMENTARY SCHOOL	POTTER-DIX HIGH SCHOOL	50 Mbps				$ -
			304 HORRUM STREET	303 WALNUT STREET	100 Mbps				$ -
			DIX, NE 69133	POTTER, NE 69156	150 Mbps				$ -
			Ben Mientka, 308-641-9579	Ben Mientka, 308-641-9579	200 Mbps				$ -
			CHEYENNE COUNTY		250 Mbps				$ -

*IF THE BIDDER CHOOSES TO INCLUDE TAXES AND FEES IN THE NRC AND MRC, THE TAXES AND FEES COLUMN SHOULD REMAIN BLANK.

ADDENDUM ONE
QUESTIONS and ANSWERS

Date: February 6, 2019

To: All Bidders

From: Dianna Gilliland / Annette Walton, Buyers
AS Materiel State Purchasing

RE: Addendum for Request for Proposal Number 6004 Z1 to be opened
February 15, 2019 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.			I do not see an "Intent to Bid" form on the website. Will one be required to respond?	The Intent to Bid form isn't required.
2.			(Name removed) is requesting a 2 week extension for responses to your RFP RFP 6004 Z1 to complete the bid?	Due to the E-rate deadline of March 27, 2019, Opening Date will remain as set.
3.			Under Section N, Disaster Recovery/Back Up Plan on page 32. Can you please clarify for me are you are looking for (Name removed) as a company's back up plan for our network or this specific solution/circuit bid in response back to the RFP?	The Disaster Recovery/Back Up Plan described in Section III. N., if requested by the State, would be whatever the Contractor deems as necessary to maintain the performance specifications for the circuits/services listed in this RFP.
4.			Site 6 of Appendix B lists the city as Crawford, NE but with a ZIP code of 68310. It appears that the ZIP code for the Crawford area is 69339. Can the State verify that the location of Site 6 is south of the city of Crawford?	Correct. This is a typographical error. The correct city and zip code for Appendix B, Circuit #6, Transmitter K06KR-D is Crawford, NE 69339.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
5.		Page # 3 (Page 13 of 47)	Should the vendors response document include a complete copy of all the 47 pages of the RFP, or are there pages and/or sections that do not need to be returned? If not, can you provide an outline of the table of contents, or the preferred order of the sections that are required in the response?	Refer to Section I.O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS. The bid response should also include completed Appendices A-C.
6.		Page #3 (Page 13 of 47)	This section states: "The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, …" Question: Are three ring binders considered "loose leaf" binders and/or are they allowed as a method for submittal?	"Three-ring binders" can be considered loose-leaf binders and are acceptable as a method for submittal.
7.	H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL	13 of 47 (printed page # 3)	…it says "Any deviations from the RFP in Sections II through VI must be clearly defined by the bidder in its proposal …" comment: There is not a section VI. It appears section VI was skipped or accidently left out because the bid goes from section V to section VII. Question: Should the section numbered "VII. Cost Proposal Requirements" have been numbered as VI?	Correct. This is a typographical error. Section **VII**. COST PROPOSAL REQUIREMENTS should read Section **VI**. COST PROPOSAL REQUIREMENTS as found on RFP pages iii and 35 (PDF pages 3 and 45).

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.