

**State of Nebraska**  
**REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFP 6740 Z1	November 30, 2022
<b>PROPOSAL OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
January 17, 2023 2:00 p.m. Central Time	Dianna Gilliland

**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 6740 Z1 for the purpose of selecting a qualified Bidder(s) to provide high-speed transport services to participants of Network Nebraska. A more detailed description can be found in Section II. The resulting contract(s) may not be exclusive contract(s) 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 through June 30, 2027. 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 solicitation, and the successful contractor'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 solicitation will be posted to the State Purchasing Bureau public website.

**The Master Agreement Revision #4 Terms and Conditions for High-Speed Transport Services for Network Nebraska RFPs 2020-2023, apply to this RFP.**

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## **GLOSSARY OF TERMS**

For this section refer to the Master Agreement Revision #4 Glossary of Terms.

### **SPECIAL TERMS**

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

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

**EPL:** A point to point circuit topology, may or may not use a VLAN.

**EVPL:** A hub and spoke circuit topology, each circuit delivered with a VLAN tag to one NNI.

**ELAN:** A full mesh circuit topology, one VLAN or service label is used for all circuits in the carrier's network.

**I. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

The Request for Proposal (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. Procurement procedures, terms and conditions, contractor duties and payment terms may be found in the Revised Master Agreement Revision #4.

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 the RFP, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP or the bidder hasn't agreed to all the terms and conditions specified in the Revised Master Agreement Revision #4.

**The Master Agreement Revision #4 Terms and Conditions for High-Speed Transport Services for Network Nebraska RFPs 2020-2023 apply to this RFP.**

**B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS**

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

RFP Number: 6740 Z1  
Name: Dianna Gilliland, Procurement Contracts Officer  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-4193  
State Purchasing - 402-471-6500  
E-Mail: [dianna.gilliland@nebraska.gov](mailto:dianna.gilliland@nebraska.gov)  
State Purchasing [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

From the RFP release date until the Intent to Award is issued, communication is limited to the POC listed above. The recipient of the Intent to Award 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 Request for Proposal. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. No communication or attempt to communicate with or influence any evaluator involved in this RFP is allowed.

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 Request for Proposal POC, and
3. Contact required for negotiation and execution of the final contract.

*The State reserves the right to reject a contractor'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 Request for Proposal	November 30, 2022
2. Last day to submit written questions – Questions must be submitted via ShareFile ShareFile link: <a href="https://nebraska.sharefile.com/r-rd0fd3008e83149fca11b4a5c3a06b74c">https://nebraska.sharefile.com/r-rd0fd3008e83149fca11b4a5c3a06b74c</a>	December 7, 2022
3. State responds to written questions (through RFP "Addendum" and/or "Amendment" to be posted to: <a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>	December 9, 2022
4. Electronic Proposal Opening  Upload electronic submission via ShareFile, per emailed instructions received after signing Master Agreement Revision #4 Acceptance Page  IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES WITH ENOUGH AMOUNT OF TIME IN CASE OF USER ISSUE OR SOFTWARE ISSUE.  Join Zoom Meeting <a href="https://us02web.zoom.us/j/83204646076?pwd=aE1kd2hxZysyTmhieXQ0L0hTViVZUT09">https://us02web.zoom.us/j/83204646076?pwd=aE1kd2hxZysyTmhieXQ0L0hTViVZUT09</a>  Meeting ID: 832 0464 6076 Passcode: 502866 One tap mobile +13462487799,,83204646076#,,,,*502866# US (Houston) +16694449171,,83204646076#,,,,*502866# US  Dial by your location +1 346 248 7799 US (Houston) +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 719 359 4580 US +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 689 278 1000 US +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) +1 305 224 1968 US +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 646 931 3860 US Meeting ID: 832 0464 6076 Passcode: 502866 Find your local number: <a href="https://us02web.zoom.us/j/kcnECxZaJE">https://us02web.zoom.us/j/kcnECxZaJE</a>	January 17, 2023  2:00 PM Central Time
5. Review for conformance to RFP requirements	January 17 -19, 2023
6. Evaluation period	January 20 - February 3, 2023
7. Post "Notification of Intent to Award" to: <a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>	February 10, 2023
8. Contract finalization period	February 10-28, 2023
9. Contract award	February 28, 2023
10. Contractor(s) start date	March 1, 2023

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6740 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.

Vendors should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposal may be rejected. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the following ShareFile link:  
<https://nebraska.sharefile.com/r-rd0fd3008e83149fca11b4a5c3a06b74c>

It is recommended that Bidder's submit questions using the following format.

RPF Section Reference	RFP Page Number	Question

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

**E. SUBMISSION OF PROPOSALS**

Bidders should submit electronic proposal which should include the completed Form A, "Contractor Proposal Point of Contact". Proposal file names should use the file name template recommended in the Master Agreement Revision #4. It is the bidder's responsibility to ensure to complete and submit the Master Agreement Revision #4 Acceptance Page with enough time for the State to provide instructions on how to electronically submit the related RFP proposal before or by the date and time indicated in the RFP Schedule of Events. Electronic proposals must be received by the State Purchasing Bureau by the date and time of the proposal opening per the RFP Schedule of Events. No late proposals will be accepted.

The Request for Proposal form may be manually signed in an indelible manner or by using DocuSign and uploaded to the ShareFile folder by the proposal opening date and time along with the bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document.

It is the responsibility of the bidder to check the website for all information relevant to this Request for Proposal to include addenda and/or amendments issued prior to the opening date. Website address is as follows:  
<https://das.nebraska.gov/materiel/bidopps.html>

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the 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 solicitation, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

The Cost Proposal should be presented in a separate Excel formatted file.

## II. PROJECT DESCRIPTION AND SCOPE OF WORK

### A. INTRODUCTION

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

The objective of this RFP is to update and expand the statewide network that is currently in place to serve the eligible entities of Network Nebraska as defined by Neb. Rev. Stat. 86-5,100 and 79-1201.01(3). Network Nebraska is defined in Neb. Rev. Stat. 86-5,100 (LB1208, 2006). "Network Nebraska shall consist of contractual agreements with providers to meet the demand of state agencies, local governments, and educational entities. Such network shall provide access to a reliable and affordable infrastructure capable of carrying a spectrum of services and applications, including distance education across the state. Participation in Network Nebraska shall not be required for any educational entity. The Chief Information Officer shall aggregate demand for those state agencies and educational entities choosing to participate and shall reduce costs for participants whenever feasible."

Network Nebraska has grown to include 292 separate entities, and serves 99.6% of public-school districts, 100% of Educational Service Units, 100% of public colleges and universities, 54% of private colleges, 20% of private K-12 schools, and several public libraries and municipalities. Network Nebraska is jointly managed by the State of Nebraska Office of the CIO, in partnership with the University of Nebraska.

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

The State of Nebraska bids these services on behalf of numerous E-rate eligible education entities and some non-E-rate eligible entities across the State. Each E-rate eligible entity must be allowed a reasonable duration to hold a public meeting of its administrative board to approve its purchase from the resulting state contract(s) and to file its E-rate Form 471 prior to the national 2023 E-rate deadline and each succeeding year to be established by the USAC. Once Intents to Award 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, 2023, may risk negation of purchases for the July 1, 2023 through June 30, 2024 performance year.

**Nebraska Special Construction E-rate Matching Funds.** On May 19, 2020 the Nebraska Public Service Commission voted to approve NUSF-117, which instigated changes to the Nebraska Universal Service Fund to provide E-rate eligible schools and libraries with access to \$1 million in funding over four years to assist with the payment of special construction charges for broadband. Applications to apply for these funds from the NUSF are currently limited to E-rate Funding Years 2021-2024.

On August 14, 2020, the FCC and USAC approved the Nebraska program to be eligible for the increased federal and state matching funds, not to exceed 100% of the fiber construction costs for these E-rate eligible entities. <https://www.usac.org/e-rate/applicant-process/before-youbegin/fiber-summary-overview/additional-discount-to-match-state-tribal-funding-for-specialconstruction/>

While itemized Special Construction costs may be a new procurement expectation for service providers, it enables the eligible E-rate entities to qualify for an additional discount of up to 20% toward special construction costs and may also permit service providers the anchor tenancy needed to improve telecommunications services to other anchor institutions in rural areas, as well as commercial and residential customers en route to the eligible E-rate applicant.

Bid cost data will be accepted through two different appendices:

1. Appendix A: Ethernet leased lit fiber circuits for E-rate eligible entities and non-E-rate eligible entities connected to Network Nebraska aggregation points.
2. Appendix B: Ethernet fiber circuits for E-rate eligible entities connected to Network Nebraska aggregation points that involve the itemization of Special Construction charges.

### B. E-RATE

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

Each Bidder must have a Service Provider's Form 498 I.D. # (formerly SPIN) from the Universal Service Administrative Company (USAC) and be eligible to participate in the Universal Service Fund discount program for

telecommunications services provided to the E-rate eligible entities for the life of the contract and all applicable renewals. Bidder agrees to provide any discounts, including any accrued credits, for which the entity is eligible under the Universal Service Fund for school telecommunications services. Bidder will, at its expense, prepare, file, and continually keep current all carrier documents and reports required for the eligible entities to receive the benefit of such discounts and credits. The Bidder's Service Provider's Form 498 I.D. # (formerly SPIN) issued to bidder by the Universal Service Administrative Company 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: An applicant may choose its method of invoicing; the service provider cannot force applicants to use a particular method.

As required by USAC policy, the 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 shall provide the following information in response to this RFP and must provide prior to contract award.

The successful contractor(s) for Appendix B Special Construction sites must agree to participate in the E-rate applicant's Program Integrity Assurance (PIA) review and response of any Form 471 submission.

Service Provider's Form 498 I.D. # (formerly SPIN): 143015338

 Bidder has read and agrees to comply.

**C. NETWORK TOPOLOGY**

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 engineers and communicated to the contractor(s) during the project implementation phase.

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

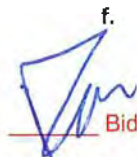
An award will be made for each circuit in Appendix A and B based on lowest overall cost over the 48-month initial contract term.

**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 the resulting contract(s).
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. Circuit topology must be stated on all bids on Appendix A and Appendix B.
5. Network Nebraska's preferred circuit topology is an EVPL terminating to an existing, or new, NNI.
6. Circuits delivered via an ELAN will only be considered for existing UNIs.
7. If an existing ELAN circuit is to be upgraded to a speed less than 1Gbps, include non-recurring costs to groom it to an EVPL delivered to a new/existing NNI.
8. If an existing ELAN circuit is to be upgraded to a speed of 1Gbps or greater, the circuit must be groomed to an EVPL delivered to a new/existing NNI. Network Nebraska's six (6) core aggregation points have specific handoff locations:
  - a. Peter Kiewit Institute  
University of Nebraska – Omaha  
1110 South 67th Street, Room 166  
Omaha, NE 68182-0694
  - b. 1623 Farnam, LLC.  
1623 Farnam Street, Suite 500  
Omaha, NE 68102
  - c. University of Nebraska Data Center  
Nebraska Hall Room 230  
901 North 17th Street  
Lincoln, NE 68588-0521
  - d. College Park  
3180 W Hwy 34. Room 208.5  
Grand Island, NE 68801-7279
  - e. UNMC Health Sciences Education Complex  
2402 University Drive, Room 113  
Kearney, NE 68845  
(this co-location site is not accepting additional provider equipment at this time; only replacements for existing equipment will be allowed)
  - f. Panhandle Research and Extension Center  
4502 Avenue I, Electrical/IT Closet  
Scottsbluff, NE 69361-4939



Bidder has read and agrees to comply.

#### D. PROJECT OVERVIEW

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 Proposal.

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; oversubscription is not permitted. A ten (10) Gigabit Ethernet interface physical hand-off is required as a minimum for the connection at the identified aggregation locations. The cost for connectivity back to the Network Nebraska core aggregation rack MUST be figured into the MRC (monthly recurring charge) for the individual sites being bid. The State of Nebraska will not accept separate costs for the aggregation ports that connect all of the eligible entities to Network Nebraska. All co-location data center cross-connect, and fiber path costs needed to provide the physical interface hand-over to Network Nebraska equipment will be the responsibility of the Bidder. A co-location space will be provided at each of the aggregation locations for the Contractor with the exception of the 1623 Farnam handoff site.

For Appendix B, the Bidder will itemize costs for E-rate **Special Construction**, as identified by the FCC. Special Construction charges that are eligible for E-rate Category 1 support includes: A) Construction of network facilities; B) design and engineering, and C) project management. The term "special construction" does not include network equipment necessary to light the fiber or the services necessary to maintain the fiber. Charges for network equipment and fiber maintenance are eligible for Category 1 as separate non-recurring services, but not as special construction.

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

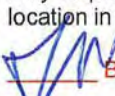
All proposals must meet the technical requirements as stated in the RFP. The State requires the Bidder to bid a multi-purpose transport connection to interconnect the listed institutions along with the corresponding services that considers present, as well as future, state-of-the-art technologies.

 Bidder has read and agrees to comply.

**E. PROJECT ENVIRONMENT**

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

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

 Bidder has read and agrees to comply.

**F. PROJECT REQUIREMENTS**

For the E-rate eligible entities that request services from the state contracts must be converted by July 1, 2023, or if ordered in Year 2 or 3, by July 1 for each succeeding year. The circuits must be installed and tested no later than the first Friday in August 2023 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 2023 and each succeeding year or incur liquidated damages (see Section II.O. Contract Performance). Existing services must remain active until the final cutover (see Section II, G. Transition Requirement). 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. Bidders shall identify services that are a normal part of their offering without additional fees.

The State of Nebraska reserves the right to reject proposals that attempt to substitute the contractor's commercial contracts and/or SLA documents for the State's Master Agreement, or legal and/or technical terms of this RFP.

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

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

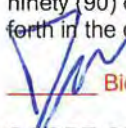
1. If only one Party has a particular clause then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

 Bidder has read and agrees to comply.

**G. TRANSITION REQUIREMENT**

Upon award of replacement contract(s) to a new contractor in 2027, the awarded Contractor under this RFP shall, upon request, or until a Notice of Termination is submitted, continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed

ninety (90) calendar days after the expiration or termination of the contract for a price not to exceed those prices set forth in the contract. The service will become month-to-month, if requested by the customer.

 Bidder has read and agrees to comply.

#### H. SCOPE OF WORK

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 network connections must be bid according to the bandwidth ranges and to the acceptable aggregation sites as stipulated in Appendices A and B. Any circuit conversions will be performed between April 1 and July 1, 2023 and must be as transparent as possible. All of the network connections must be operational by the first Friday in August 2023 and each succeeding year.

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

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

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

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

The support of end-to-end customer VLANs (C-VLANs) is REQUIRED. Support can be provided either by using the IEEE 802.1ad provider bridging standard (also referred to as QinQ tunneling), or by directly bridging the customer VLANs from end-to-end, without C-VLAN modification and without provider interaction. For example, as a customer VLAN tagged packet travels from a customer to the service provider, a customer-specific 802.1Q tag is added by the provider to each packet. This additional tag is used to segregate traffic into service-provider-defined 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 participate and order the contracted circuits will purchase their own network equipment. The Contractor will need to work closely with these eligible entities (e.g. school districts, educational service units, libraries; etc.) to ensure that the appropriate network equipment is coordinated and ready for installation at the time the network conversion takes place.

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

 Bidder has read and agrees to comply.

#### I. TECHNOLOGY REFRESH

The State and the 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 staff, in conjunction with, or on behalf of, all other participants, will assume the primary role in seeking and proposing network enhancements that comply with FCC and E-rate rules and policies. This technology refreshment clause will be a required condition of the contract.


The State and the Contractor may conduct an annual review of the contract to review service offerings and pricing. These reviews may result in upgrading the services provided by the 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.

 Bidder has read and agrees to comply.

## J. TECHNICAL REQUIREMENTS

The bidder must provide a network design in which:

1. Layer 2 (802.1q/802.1p) VLAN and QoS tags must be allowed through the provided network connection and must remain unchanged by the provider.
2. Ethernet frames containing a 1500-byte payload (for a total minimum supported Ethernet frame size of 1542 bytes), must be allowed and flow as a single complete frame without any fragmentation by the provider's equipment. Reference: [http://en.wikipedia.org/wiki/Ethernet\\_frame](http://en.wikipedia.org/wiki/Ethernet_frame) .
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.; 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.1564sam or RFC-2544 for performance, frame-loss and latency is preferred but detailed performance, frame-loss, latency and QOS test disclosure is also acceptable. Testing must validate the minimum frame size specified is supported.
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.
10. To the extent possible, existing aggregate interfaces should be prioritized and used before laterally scaling equipment.
11. Network Nebraska engineers can request a circuit reprovision to fix issues without the need to renegotiate/renew the contract.
12. Any carrier provided equipment placed at the customer premise must be connected to a, carrier provided, networked UPS. The UPS must be able to successfully power carrier provided equipment, detect when commercial power has failed, and report that back to the carrier. The carrier must be able to view this information and provide it when a trouble ticket is opened.

 Bidder has read and agrees to comply.

## K. PROJECT PLANNING AND MANAGEMENT

The State of Nebraska acknowledges that project management and implementation procedures will require alignment and adjustment of work processes for the Contractor's organizations, the eligible entities, and the State. The

alignment will be part of the contract finalization; however the Bidder will respond to this RFP assuming the following responsibilities.

**1. STATE OF NEBRASKA AND NETWORK NEBRASKA ENTITY MANAGEMENT STAFF**

The State of Nebraska and educational entity management staff will:

- a. Provide overall project direction and management.
- b. Review and approve all project plans and deliverables.
- c. Ensure that technical assistance and support are provided during the 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.
- i. Provide adequate and reasonable space for contractor equipment, including at least one single source, unprotected electrical outlet.

**2. CONTRACTOR**

The Contractor will:

- a. Coordinate and administer the requirements of the network service(s) that are proposed.
- b. Maintain a data center, or co-location, within Nebraska or a state along the contiguous border
- c. Maintain toll free lines for voice and facsimile from the State to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of a service disruption. The Contractor will provide information regarding intent to maintain its facilities after project implementation has been completed.
- d. Maintain toll free voice lines for after-hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of contact for all services and equipment provided by the contract, including services and equipment subcontracted to another vendor.
- e. Provide upon request, technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the 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.
- f. Provide within thirty (30) days of work order submission (a) detailed network diagram(s) and drawing(s) that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be reviewed and approved by the Network Nebraska engineering teams prior to any physical installation. Network diagrams must be made available to, or transmitted to, the State electronically in a format agreed upon by the Contractor and the State (i.e. Visio or downloadable PDF) to allow for import into various computer programs.
- g. Performance tests must be provided upon request to the Network Nebraska engineering team. Performance tests will be resubmitted to engineering team until results have been accepted.
- h. Provide upon request, basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.
- i. Provide escalation lists and complete contact information.
- j. Communicate with the onsite technology contact prior to any required construction to confirm and document the exact demarcation location and minimum point of entry for each site address.
- k. Monitor and respond to disruptions in service to installed vendor equipment at the customer location.

If the 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.

 Bidder has read and agrees to comply.

#### L. SERVICE LEVEL GUARANTEES

This network must support production applications that require a high degree of reliability and must operate with little or no service disruptions for twenty-four (24) hours a day, seven (7) days a week. 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.

The State of Nebraska reserves the right to reject proposals that attempt to substitute the contractor's commercial contracts and/or documents for this RFP or its technical requirements.

**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 99.99% of the month, not to exceed a maximum of 4.32 minutes of unscheduled downtime/service non-compliance per calendar month. Any service not meeting contract specifications which includes violation of QoS parameters will incur a contract performance penalty per the following formula:

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

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

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

 Bidder has read and agrees to comply.

#### M. MAINTENANCE SPECIFICATIONS

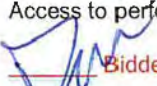
When planned network maintenance activities are conducted by the Contractor which entails the risk of interrupting or diminishing service to Network Nebraska or its participants, the Network Nebraska Operations Center, [noc@nebraska.edu](mailto:noc@nebraska.edu) or 1-888-638-6327 must be notified at least three (3) business days in advance of the maintenance planned. Additionally, the contractor must agree to work with the Network Nebraska Participants to find an alternate date and time of maintenance, if the proposed time would be particularly detrimental to Network Nebraska Participant needs. Mutually agreed upon maintenance activities are not considered a service violation and will not incur a service penalty.

The contractor should 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.

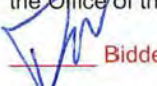
Access to performance service metrics is required, with a preference toward live metrics.

 Bidder has read and agrees to comply.

**N. IMPLEMENTATION PLAN**

The Bidder may submit with its proposal response, but must provide by March 1, 2023, 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. The Contractor will agree to participate in pre-scheduled project management conference calls as arranged by the Office of the CIO Project Management Office.

 Bidder has read and agrees to comply.

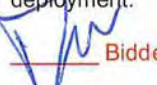
**O. CONTRACT PERFORMANCE**

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.

 Bidder has read and agrees to comply.

**P. DEPLOYMENT STATUS REPORTS**

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

 Bidder has read and agrees to comply.

**Q. CERTIFICATION**

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).

 Bidder has read and agrees to comply.

**R. COST PROPOSAL REQUIREMENTS**

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

Please display costs in the format provided in Appendix A and B. 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 INSERT A COMMENT INTO THAT CELL.**
- c. **IF A BIDDER WISHES TO CHARGE A NON-RECURRING COST EACH TIME A NEW BANDWIDTH IS ORDERED OVER THE LIFE OF THE CONTRACT, THEN AN NRC COST SHOULD BE INSERTED NEXT TO EACH BANDWIDTH INCREMENT.**
- d. Pricing must be provided for **all bandwidth increments** for each site location, or risk being disqualified as a non-responsive or incomplete bid.

**3. SOFTWARE, WARRANTY, AND MAINTENANCE COSTS**

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

**4. QUANTITY**

The State reserves the option to purchase any quantity of service in any increment proposed, and to be able to review and adjust the quantity up or down over the life of the contract term. 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 of the resulting contract(s).

**5. COST PROPOSAL INSTRUCTIONS AND TABULATION FOR APPENDIX A**

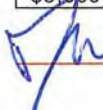
Column 'F', Circuit Topology and Column 'G', Circuit Handoff, is new information requested by the University of Nebraska engineering team on each circuit that is bid. (See Page 3, SPECIAL TERMS)

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

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

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

Entity	Bandwidth	Bidder 'A' NRC	Bidder 'A' MRC	Bidder 'A' Monthly Taxes/Fees	Bidder 'A' 48-month Cost
School X	100Mbps	\$1,000**	\$500	\$34.75	\$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
<b>Total</b>					<b>\$139,473.60</b>
BIDDER COMMENT: \$1,000 NRC will be applied if the customer purchases 100Mbps, 200Mbps, or 300Mbps. \$5,000 NRC will only be applied when the customer purchases 400Mbps.					

 Bidder has read and agrees to comply.



**6. COST PROPOSAL INSTRUCTIONS AND TABULATION FOR APPENDIX B**

Column 'F', Circuit Topology and Column 'G', Circuit Handoff, is new information requested by the University of Nebraska engineering team on each circuit that is bid. (See Page 3, SPECIAL TERMS)

In addition, Columns, H, I, and J are REQUIRED FIELDS for each circuit bid. Columns O, P, Q, R, are strongly recommended to be submitted with the Appendix B Cost Proposal but can be delayed until the Program Integrity Assurance (PIA) review on each E-rate funding request.


The Appendix B proposal cost for each site location will be tabulated with an intent to award made based on the SUM of Column H, Network Construction Costs; plus Column I, Design and Engineering Costs, plus Column J, Project Management Costs, plus the SUM of the lines of the monthly recurring costs and monthly taxes/fees (if any), multiplied by the applicable length of service in months, forty-eight (48), not to include extensions, plus the addition of one-time non-recurring costs, if included. TOTAL 48-MONTH COST =  $\Sigma [(MRC + Taxes/Fees) \times 48] + NRCs$ .

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

**SAMPLE—Bidder 'A' will be compared to other bidders on Library X based on overall cost of \$169,473.60 for 48 months.**

Entity	Bandwidth	Bidder 'A' Special Construction = Network Construction + Design and Engineering + Project Management	Bidder 'A' NRC	Bidder 'A' MRC	Bidder 'A' Monthly Taxes/Fees	Bidder 'A' 48-month Cost
Library X		\$30,000				\$30,000.00
Library X	100Mbps		\$1,000**	\$500	\$34.75	\$25,668.00
Library X	200Mbps		\$0	\$600	\$41.70	\$30,801.60
Library X	300Mbps		\$0	\$700	\$48.65	\$35,935.20
Library X	400Mbps		\$5,000**	\$800	\$55.60	\$46,068.80
Library X	500Mbps					
<b>Total</b>						<b>\$169,473.60</b>

BIDDER COMMENT: \$1,000 NRC will be applied if the customer purchases 100Mbps, 200Mbps, or 300Mbps. \$5,000 NRC will only be applied when the customer purchases 400Mbps.

 Bidder has read and agrees to comply.

**Form A**  
**Contractor Proposal Point of Contact**  
**Request for Proposal Number 6740 Z1**

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

Preparation of Response Contact Information	
Contractor Name:	Hamilton Long Distance
Contractor Address:	1006 12th Street Aurora, NE 68818
Contact Person & Title:	Ryan Wineteer, Sales and New Business Development
E-mail Address:	ryan.wineteer@hamiltontel.com
Telephone Number (Office):	402-694-7317
Telephone Number (Cellular):	402-631-9654
Fax Number:	402-694-5037

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

Communication with the State Contact Information	
Contractor Name:	Hamilton Long Distance
Contractor Address:	1006 12th Street Aurora, NE 68818
Contact Person & Title:	Ryan Wineteer, Sales and New Business Development
E-mail Address:	ryan.wineteer@hamiltontel.com
Telephone Number (Office):	402-694-7317
Telephone Number (Cellular):	402-631-9654
Fax Number:	402-694-5037

**BIDDER MUST COMPLETE THE FOLLOWING**

**REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM**

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

**The Master Agreement Revision #4 Terms and Conditions for High-Speed Transport Services for Network Nebraska RFPs 2020-2023 apply to this RFP.**

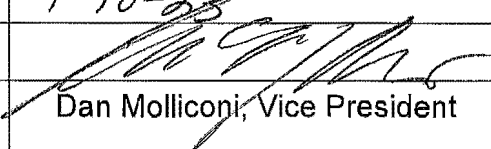
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

**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 OR BY DOCUSIGN**

FIRM:	Hamilton Long Distance
COMPLETE ADDRESS:	1006 12th Street. Aurora, NE 68818
TELEPHONE NUMBER:	402-694-5101
FAX NUMBER:	402-694-2848
DATE:	1-10-22
SIGNATURE:	
PRINTED NAME & TITLE OF SIGNER:	Dan Molliconi, Vice President

## **Hamilton Long Distance Implementation Plan**

NOTE: Hamilton currently provides direct circuits to five schools (Aurora, Hampton, Giltner, Central City, and Doniphan-Trumbull) and delivers similar state circuits to our Grand Island College Park NNI for the Hamilton County Department of Roads, NETV Television tower near Giltner, NDOR in Seward, and the State Patrol Training Center in Grand Island. Additionally, Hamilton's wholly owned subsidiary, Nebraska Central Telephone Company, provides last mile service to Ansley, Arcadia, Broken Bow, Burwell, Gibbon, Litchfield, Loup City, Loup County, Ravenna, Sargent, and Shelton schools.

### **SCHEDULE OF EVENTS:**

Within Ten Days after award date: Hamilton contacts the respective educational institutions to confirm:

- A) Planned circuit turn-up date
- B) Necessary paperwork completed for any USAC or NUSF reimbursement
- C) Finalize contract signatures as applicable

Between 90 and 60 days prior to circuit turn-up:

- a. Hamilton contacts the respective educational institutions to set a project planning conference call

Between 60 and 30 days prior to circuit turn-up:

- a. Project planning conference call held with each educational institution to reconfirm circuit turn up date; circuit details; and technical contacts.

Between 30 and 15 days prior to circuit turn-up:

- a. Completion of electronic equipment installation and testing.
- b. Hamilton contacts each educational institution to reconfirm date and time of circuit turnup and testing.

Between 5 days and circuit turn-up:

- a. Testing as planned by Hamilton and each respective educational institution, including state of Nebraska technical staff.

Circuit Turn-up Date:

- a. Hamilton contacts each respective educational institution technical contact to confirm that circuit is operational and functional as specified.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> UNITEL 1128 Lincoln Mall Suite 200 Lincoln, NE 68508	<b>CONTACT NAME:</b> UNITEL	
	<b>PHONE (A/C, No, Ext):</b> 402-434-7255	<b>FAX (A/C, No):</b> 402-434-7272
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> National Farmers Union Prop and Cas Co		16217
<b>INSURER B:</b> Hartford		
<b>INSURER C:</b> Evanston Insurance Company		35378
<b>INSURER D:</b> Hartford Insurance Company of SE		38261
<b>INSURER E:</b> Travelers Inc.		
<b>INSURER F:</b> Crum & Forster Specialty		

**INSURED**  
 Nedelco, Inc. d/b/a  
 Hamilton Long Distance  
 1006 12th Street  
 Aurora NE 68818

**COVERAGES**

CERTIFICATE NUMBER: 72456637

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RUI0000134	6/30/2022	6/30/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			RUI0000134	6/30/2022	6/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			1CB9662284	6/30/2022	6/30/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Excess Umb- EXS058141 \$10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			91WEAS4ZYC	6/30/2022	6/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution Liability			ECPENV01256	2/12/2022	2/12/2023	\$1,000,000 - Project Specific
F	Excess Technology Error & Omissions			EOL-238034	6/30/2022	6/30/2023	\$5,000,000
D	Errors & Omissions			91TE0352846	6/30/2022	6/30/2023	\$5,000,000
E	Crime/Employee Dishonesty			107279568	6/30/2022	6/30/2023	\$1,000,000 - includes 3rd party

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: State of Nebraska is named as additional insured on the General Liability on a primary and non-contributory basis with respect to RFP#6740Z1 as required per written contract. Waiver of subrogation is provided in favor of State of Nebraska.

**CERTIFICATE HOLDER****CANCELLATION**

State of Nebraska  
 Administrative Services  
 Purchasing Bureau  
 1526 K Street  
 Suite 130  
 Lincoln NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Shane Ideus

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ACORD 25 (2016/03)

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# **ABREVIATED BUSINESS CONTINUATION PLAN**

## **HAMILTON LONG DISTANCE**

*Please note that contact information for employees such as home address, home telephone number, cell number, email address, as well as Hamilton's vendor account numbers, etc. have been redacted in this plan to allow for distribution.*

**Toll Free Contact Information:**

**Toll Free Telephone: 1-800-821-1831 -Answered 24 hours a day 7 days a week**

**Local Telephone: 402-694-5101 -Answered 24 hours a day 7 days a week**

**Fax: 1-877-873-4728**

# **Introduction**

## **BUSINESS CONTINUITY PLAN**

At Hamilton and throughout the industry, it is now generally recognized that Business continuity planning and disaster recovery planning are vital activities. The Hamilton family of companies maintain a suite of business continuity plans specific to each Hamilton division. These plans analyze potential impacts of disasters and risks specific to each division; these Business Continuity Plans are typically 50 to 100 pages in length. Due to both the length and confidential nature of such plans, an abbreviated version has been attached to this RFP submission. If requested, Hamilton is prepared to confidentially submit the appropriate business continuity plans.

Hamilton's Technology Support group maintains the entire infrastructure. Due to the nature of our business we employ personnel that are industry leaders in their field of expertise.

Because of the critical nature of the infrastructure to Hamilton operations, contingency plans have been developed to address the possibility of certain catastrophic events that would normally threaten our ability to operate for a period of time. These events include, but are not limited to:

- Natural disasters
- Man-made disasters
- Terrorism
- Civil unrest
- Changes in business and labor market conditions.

Hamilton's contingency plans exist at two levels. The first is corporate wide and the second is program dependent in order to address specific requirements or procedures that may be specific to a particular operation. The plan provides ample assurance of our ability to provide continuous operations and may be enhanced to address any additional client concerns.

The corporate plan contains contingencies for the following potential catastrophes:

- Power -total outage, partial outage, irregular power distribution
- Network outage -loss of network integrity, data integrity, equipment integrity
- Telephone system outage -WAN, Ethernet, OCI2, OC3, DS3, TI, Switch and POTS
- Fire -evacuation and destruction of part or all of a facility
- General site evacuation -bomb threat, fire threat, health hazard

The plan includes both reactive and proactive measures to ensure continuation of business operations. Reactive measures involve alternative operational plans. Proactive measures include disaster prevention plans such as alternative power sources, fire protection devices, and equipment replacement contracts.

Proactive disaster avoidance includes scheduled maintenance of all equipment and regular inspection schedules. Additionally, data backups are performed on a daily, weekly, and monthly basis for those servers administered by Hamilton Long Distance which have contracted for backup services. Back-up files are available upon request should we experience a temporary systems or database failure.

## **Facility Specifics**

Hamilton presently has one primary telephone exchange in Aurora, Nebraska with eight associated exchanges. As a standard, Hamilton provides diverse connectivity routes for our data transport customers as a primary contingency to maintain internet connectivity. The primary facility is provisioned as follows:

- Redundant Air-handling units with an inventory of critical components such as motors, control circuit boards. A service contract is in place with 24 x 7 x 365 technician dispatching.
- Primary and redundant electric is supplied by Nebraska Public Power District (NPPD) via redundant directional commercial power feeds to the site with an automatic start 350Kw Caterpillar diesel generator. We have made arrangements with the local diesel provider to have a truck to ensure that we don't lose the ability to fill the tanks.
- Commercial Power feeds into a 48v DC Power plant which in turn powers the location. In the event of a power failure the batteries provide power until the diesel generator is automatically activated. Current battery duration is 24 hours under existing load.
- Facility is monitored 24 x 7 x 365 by camera and access is secured via a biometric locking system.

Hamilton Long Distance has a directional commercial power feed into the building into a 48v DC Power Plant and with an automatic start natural gas generator to maintain telephone switching and data transport until power is restored.

## **Possible Scenarios**

Fiber Cuts & Potential Circuit Outages: Circuits to Hamilton Long Distance arrive via a fiber ring facility from the long distance carriers Point of Presence so it would normally take more than one fiber cut or incident of fiber outage to disrupt calls or data transport circuits. Hamilton also maintains two distinctly routed internet access routes to the internet backbone through three different internet carriers. The risk of outages because of failures in circuits is extremely low given that both our internet access and voice access goes out from and into Aurora through fiber rings and it would take at least two simultaneous cuts in different locations within our fiber rings. In the event of any circuit outages, Hamilton contacts its sister company, Hamilton Telephone Company, to resolve any outage issues. Hamilton is in the unique position of having ownership and control of the circuits which are in close proximity to Hamilton Long Distance, including full ownership and control of all facilities linking Hamilton to one of its primary Tier 1 access points in Grand Island, Nebraska.



**CONTACT INFORMATION FOR HAMILTON TELECOMMUNICATIONS PERSONNEL:**

The following contact information is to be used in conjunction with the remaining material in this Hamilton Long Distance Disaster Recovery Plan.

<b>COMPANY/PROBLEM:</b>	<b>NAME:</b>	<b>HOME ADDRESS:</b>	<b>CONTACT INFORMATION:</b>
<b>Hamilton.net</b> -Primary Contact for HLD problems affecting internet. AT&T E-Maintenance log-in capability	Mark Sellers		402-694-5101 ext. 7275 (W) (W-Direct Line): (H): (Cell): (Email):
<b>Hamilton.net</b> -Secondary Contact for HLD problems affecting internet. AT&T E-Maintenance log-in capability	Wayne Hahn		402-694-5101 ext. 7205 (W) (W-Direct Line): (H): (Cell): (Email):
<b>Central Office</b> -Primary Contact if T1 outages, circuits down, fiber cuts or problems with HLD (1 +) AT&T E-Maintenance log-in capability	Brad Snyder		402-694-5101 ext. 7256 (W) (W-Direct Line): (H): (Cell): (Email):
<b>Central Office</b> -Secondary Contact if T1 outages, circuits down, fiber cuts or problems with HLD (1+)	Eric Lohrmeyer		402-694-5101 ext. 7274 (W) (W-Direct Line): (H): (Cell): (Email):
AT&T E-Maintenance log-in capability	Sheila Schneider		402-694-5101 ext. 7272 (W) (W-Direct Line): (H): (Email):
<b>HTC/HLD</b> -Primary Contact for HTC who is responsible in taking action and carrying out the steps in the Special Notification for Operations when technical problems occur affecting HTC/HLD.	Pat Shaw		402-694-5101 ext. 7251 (W) (W-Direct Line): (H): (Cell): (Email):
<b>MHS &amp; HLD</b> -Secondary Contact for MHS or HLD if Primary Contact is not available to receive updates regarding any technical problems affecting MHS or HLD from the parties held responsible in carrying out the steps in the Special Notification for Operations.	Dan Molliconi		402-694-5101 ext. 7270 (W) (W-Direct Line): (H): (Cell): (Email):
<b>HTC &amp; HLD</b> -Secondary Contact for HTC or HLD if Primary Contact is not available to receive updates regarding any technical problems affecting HRC or HLD from the parties held responsible in carrying out the steps in the Special Notification for Operations.	John Nelson		402-694-5101 ext. 7314 (W) (W-Direct Line): (H): (Cell): (Email):

## CONTACTS AND ESCALATION PROCEDURES

Hamilton does not operate a NOC, but does implement commercial grade real time monitoring software for all circuits. Hamilton maintains on-call expert technicians ready to service alerts from the monitoring software, giving you 24-7-365 coverage. The toll free number provided below connects to a Hamilton-staffed after hours answering service. Contact and escalation procedures are documented with this service, ensuring customer or service inquiries do not go unanswered.

### CUSTOMER CONTACTS AND ESCALATION PROCEDURES

(Hamilton customers to provide Hamilton with the following information)

- Customer Normal Business Hours M-F (8:00 AM to 5:00 PM) Phone: \_\_\_\_\_
- Customer Contact name(s) during normal business hours: \_\_\_\_\_
- Customer After hours Phone: \_\_\_\_\_
- Customer notification email(s) \_\_\_\_\_
- Other contacts: [DEFINITION REQUIRED BY CUSTOMER]

IF THERE IS A NEED TO ESCALATE AN ISSUE, FOLLOWING ARE THE CUSTOMER CONTACTS:

Description	Contact	Role	Office #	Cell #
Technical				
Administrative				

### SERVICE PROVIDER CONTACTS AND ESCALATION PROCEDURE

CALL FOR SERVICE NUMBERS:

- Normal Business Hours M-F (8:00 AM to 6:00 PM): **(877) 821-1831**
- After hours: **(877) 821-1831**

IF THERE IS A NEED TO ESCALATE AN ISSUE, FOLLOWING ARE THE CONTACTS:

	Contact	Role	Office #	Cell #
Tier 1	Dennis Dankert	Network Support	(402) 694-7264	(402) 631-3433
Tier 2	Mark Sellers	Network Support	(402) 694-7275	(402) 631-8343
Tier 3	Wayne Hahn	Advanced Networking	(402) 694-7205	(402) 694-8437

	Contact	Role	Office #	Cell #
Sales & Account Management	Ryan Wineteer	Sales & Account Management	(402) 694-7317	(402) 631-9654
Administrative	Pat Shaw	Business Manager	(402) 694-7251	(402) 694-8849

## Drug Free Workplace and Substance Abuse Policy

The Company is committed to providing a safe, healthy and productive workplace that is free from alcohol and unlawful drugs as classified under local, state or federal laws, including marijuana, while employees are on the employer's premises (either on or off duty) and while operating employer-provided vehicles. Employees who work while under the influence of drugs or alcohol pose a safety risk to themselves and others with whom they work. The Company expressly prohibits items and substances related to alcohol and unlawful drugs from being brought onto or being present on the Company's premises or work sites. The Company also prohibits individuals from reporting to work or working under the influence of unlawful drugs, alcohol, and other controlled substances which may affect their ability to perform work properly and safely.

In furtherance of this commitment, the Company maintains a policy in which job applicants and current employees may be requested or required to submit to drug and alcohol testing in certain situations. This policy is intended to comply with applicable laws regarding drug and alcohol testing and current and prospective employee privacy rights.

### **Testing Based on Reasonable Suspicion**

Employees may be asked to submit to a drug and alcohol test if an employee's supervisor or other person in authority has a reasonable suspicion that the employee is under the influence of drugs or alcohol, based on objective factors.

Employees who take over-the-counter medication or other lawful medication that can be legally prescribed under both federal and state law to treat a disability should inform their supervisors as soon as possible if they believe the medication will impair their job performance, their safety or the safety of others, or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication.

### **Periodic/Random Testing**

To the extent required by law, employees in safety or security-sensitive positions are subject to drug and alcohol testing on a random basis.

### **Post-Incident Testing**

An employee must submit to a drug and/or alcohol test if requested after an on-the-job accident or other incident involving harm to people or property. Generally, such request shall only be made in situations in which employee drug use is reasonably believed to have contributed to the incident and where drug testing is reasonably believed to be able to identify an impairment caused by drug and/or alcohol use.

- a. An accident for purposes of this policy is defined as an incident or occurrence in which:
  - i. Person dies or requires medical treatment; or
  - ii. Property damage is estimated at greater than \$250; or

# STATE OF NEBRASKA

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

Secretary of State  
State Capitol  
Lincoln, Nebraska

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

## HAMILTON LONG DISTANCE COMPANY

**incorporated on September 27, 1994 and is duly incorporated under the law  
of Nebraska;**

**that no occupation taxes due from and assessable against the Corporation are  
unpaid and have become delinquent;**

**that no annual or biennial report required to be forwarded by the  
Corporation to the Secretary of State has become delinquent;**

**that Articles of Dissolution have not been filed.**

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

In Testimony Whereof,

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

**January 5, 2023**



A handwritten signature in black ink that reads "Robert B. Evnen".

Secretary of State

- iii. The accident involves use of a Company vehicle; or
  - iv. The accident involves an employee in a personal vehicle while on the clock.
- b. An employee who is involved in an accident must immediately report the accident to his or her supervisor/manger.
- c. Where employee drug use is reasonably believed to have contributed to the incident and a supervisor/manager observes or is notified of an accident as defined above, the supervisor/manager will initiate drug and alcohol testing. The supervisor/manager will order the employee to submit to a blood, urine, breath, and/or oral fluids test as appropriate to determine whether there was impairment caused by drug use.
- i. To the extent that mandatory post-accident testing is required to occur as a result of federal, state, or local laws, such testing shall occur in accordance with such federal, state, or local regulations.
  - ii. The supervisor/manager will arrange to transport the employee to the collection site and will arrange for the employee's transport home.
- d. The employee will continue in a paid status pending the receipt of drug testing results by the Company.

### **Testing Procedures**

All drug and alcohol testing under this policy will be conducted by an independent testing facility licensed by the appropriate federal, state, or other regulatory entity as required by applicable law. The Company will work with the drug testing facility or facilities with which it contracts and reference guidelines set by Substance Abuse and Mental Health Services Administration (SAMHSA) to determine the appropriate "cut-off level" of testing for each drug for which testing is conducted.<sup>1</sup>

The Company will pay for the full cost of the initial test. To the extent that confirmatory or secondary testing is required by law or performed at the request of the Company, the Company will pay for such testing; otherwise, additional testing performed, if any, beyond the initial test will be done at employee's expense. Employees will be compensated at their regular rate of pay for time spent submitting to a drug and alcohol test required by law or by the Company.<sup>2</sup>

Employees suspected of working while under the influence of illegal drugs or alcohol will be suspended with pay until the Company receives the results of a drug and alcohol test from the testing facility and any other information the Company may require to make an appropriate determination.

### **Confidentiality**

All records relating to an employee or applicant's drug and alcohol test results will be kept confidential and maintained separately from the individual's personnel file.

### **Consequences of a Positive Test**

Employees who test positive will be subject to discipline, up to and including immediate termination of employment.

## **Consequences for Refusing to Submit to Testing or Failing to Complete the Test**

Employees who refuse to submit to testing as required by the Company or who fail to complete the test will be subject to discipline, up to and including immediate termination of employment.

## **Employee Assistance Program**

The Company provides an employee assistance program (EAP) for all employees and their eligible dependents. The EAP is designed to help individuals manage personal problems that can impact their well-being and work performance. Treatment is confidential (unless an EAP counselor is required by law to disclose information such as child abuse) and will not become a part of an employee's personnel records. For more information about the EAP, contact the Human Resources Department.

## **Administration of this Policy**

The Company expressly reserves the right to change, modify or delete the provisions of this Drug Testing in the Workplace Policy without notice. The Human Resources Department is responsible for the administration of this policy. If you have any questions regarding this policy or if you have questions about drug testing in the workplace that are not addressed in this policy, please contact the Human Resources Department.

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<sup>1</sup>See, e.g., SAMHSA, "Analytes and Their Cutoffs", Oct. 1, 2010, available at <https://www.samhsa.gov/sites/default/files/workplace/2010GuidelinesAnalytesCutoffs.pdf>.

<sup>2</sup>The Company recognizes that different states and localities have enacted a variety of laws regarding marijuana and related drugs. The Company intends that this policy be interpreted for each employee in a manner consistent with the appropriate local, state, and/or federal laws that govern the employee who is being tested under this policy, and the Company intends to comply with its legal obligations as appropriate for a given situation. Employees are specifically advised that as of the date that this policy became effective, marijuana remains illegal under federal law, and employees are not permitted to come to work under the influence of marijuana or related drugs. Furthermore, employees are not permitted to have marijuana on the Company's premises or work sites.

Circuit #	USAC Billed Entity Number	ESU	BILLED ENTITY NAME FIBER SITE NAME	SEEKING	CIRCUIT TOPOLOGY-- PICK ONE	CIRCUIT HANDOFF-- PICK ONE	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
<b>K--12 CONNECTIONS TO NETWORK NEBRASKA</b>										
4	138824	10	<b>ST PAUL PUBLIC SCHOOLS</b>							
			ST PAUL HIGH SCHOOL	300 Mbps	EVPL	Existing NNI	\$ 106,000.00	\$ 344.00	\$ 23.91	\$ 123,659.58
			1305 HOWARD AVENUE	500 Mbps			\$ 104,000.00	\$ 421.00	\$ 29.26	\$ 125,612.46
			ST PAUL, NE 68873-0325	700 Mbps			\$ 102,000.00	\$ 493.00	\$ 34.26	\$ 127,308.65
			Don Kleinsasser, don.kleinsasser@spwildcat.org; 308-754-4433	1000 Mbps			\$ 101,000.00	\$ 538.00	\$ 37.39	\$ 128,618.77
			HOWARD COUNTY	2000 Mbps			\$ 101,000.00	\$ 538.00	\$ 37.39	\$ 128,618.77
<b>LIBRARY CONNECTIONS TO NETWORK NEBRASKA</b>										
29	138730	10	<b>VILLAGE OF ARCADIA</b>							
			ARCADIA TOWNSHIP LIBRARY	100 Mbps	EVPL	Existing NNI	\$ -	\$ 344.00	\$ 23.91	\$ 17,659.58
			100 S REYNOLDS STREET	200 Mbps			\$ -	\$ 344.00	\$ 23.91	\$ 17,659.58
			ARCADIA, NE 68815-0355	300 Mbps			\$ -	\$ 344.00	\$ 23.91	\$ 17,659.58
			Terri Pierson, arcadialibrary@nctc.net, 308-789-6346	400 Mbps			\$ -	\$ 344.00	\$ 23.91	\$ 17,659.58
			VALLEY COUNTY	500 Mbps			\$ -	\$ 421.00	\$ 29.26	\$ 21,612.46
30	138770	10	<b>CITY OF GIBBON</b>							
			GIBBON PUBLIC LIBRARY	100 Mbps	EVPL	Existing NNI	\$ -	\$ 344.00	\$ 23.91	\$ 17,659.58
			116 La BARRE ST	200 Mbps			\$ -	\$ 344.00	\$ 23.91	\$ 17,659.58
			GIBBON, NE 68840-0309	300 Mbps			\$ -	\$ 344.00	\$ 23.91	\$ 17,659.58
			Missy Onate, gpl@nctc.net, 308-468-5889	400 Mbps			\$ -	\$ 344.00	\$ 23.91	\$ 17,659.58
			BUFFALO COUNTY	500 Mbps			\$ -	\$ 421.00	\$ 29.26	\$ 21,612.46
32	138804	10	<b>VILLAGE OF NORTH LOUP</b>							
			NORTH LOUP PUBLIC LIBRARY	100 Mbps	EVPL	Existing NNI	\$ -	\$ 344.00	\$ 23.91	\$ 17,659.58
			112 B ST	200 Mbps			\$ -	\$ 344.00	\$ 23.91	\$ 17,659.58
			NORTH LOUP, NE 68859-0157	300 Mbps			\$ -	\$ 344.00	\$ 23.91	\$ 17,659.58
			Linda Markvicka, nlpl@nctc.net, 308-496-4230	400 Mbps			\$ -	\$ 344.00	\$ 23.91	\$ 17,659.58
			VALLEY COUNTY	500 Mbps			\$ -	\$ 421.00	\$ 29.26	\$ 21,612.46

Pricing must be provided next to every bandwidth increment on each circuit being bid

Circuit #	USAC Billed Entity Number	E-RATE DISCOUNT	BILLED ENTITY NAME FIBER SITE NAME	SEEKING	CIRCUIT TOPOLOGY-- PICK ONE	CIRCUIT HANDOFF-- PICK ONE	SPECIAL CONSTRUCTION: Network Construction Costs	SPECIAL CONSTRUCTION: Design and Engineering	SPECIAL CONSTRUCTION: Project Management	Non-recurring Cost	Monthly Recurring Cost	Monthly Taxes and Fees	Total 48-month Cost
<b>NETWORK NEBRASKA E-RATE CONNECTIONS-SPECIAL CONSTRUCTION</b>													
1	138730	80%	<b>VILLAGE OF ARCADIA</b> ARCADIA TOWNSHIP LIBRARY 100 S REYNOLDS STREET ARCADIA, NE 68815-0355 Terri Pierson, arcadialibrary@nctc.net, 308-789-6346 VALLEY COUNTY	<b>NEW SITE</b>			\$ 3,080.00	\$ 1,150.00	\$ 850.00				\$ 5,080.00
				100 Mbps						\$ -	\$ 90.00	\$ 6.26	\$ 4,620.24
				200 Mbps						\$ -	\$ 130.00	\$ 9.04	\$ 6,673.68
				300 Mbps	EVPL	Existing NNI				\$ -	\$ 170.00	\$ 11.82	\$ 8,727.12
				400 Mbps						\$ -	\$ 210.00	\$ 14.60	\$ 10,780.56
				500 Mbps						\$ -	\$ 250.00	\$ 17.38	\$ 12,834.00
8	138770	80%	<b>CITY OF GIBBON</b> GIBBON PUBLIC LIBRARY 116 La BARRE ST GIBBON, NE 68840-0309 Missy Onate, gpl@nctc.net, 308-468-5889 BUFFALO COUNTY	<b>NEW SITE</b>			\$ 4,800.00	\$ 1,150.00	\$ 850.00				\$ 6,800.00
				100 Mbps						\$ -	\$ 90.00	\$ 6.26	\$ 4,620.24
				200 Mbps						\$ -	\$ 130.00	\$ 9.04	\$ 6,673.68
				300 Mbps	EVPL	Existing NNI				\$ -	\$ 170.00	\$ 11.82	\$ 8,727.12
				400 Mbps						\$ -	\$ 210.00	\$ 14.60	\$ 10,780.56
				500 Mbps						\$ -	\$ 250.00	\$ 17.38	\$ 12,834.00
18	138804	80%	<b>VILLAGE OF NORTH LOUP</b> NORTH LOUP PUBLIC LIBRARY 112 B ST NORTH LOUP, NE 68859-0157 Linda Markvicka, nlpl@nctc.net, 308-496-4230 VALLEY COUNTY	<b>NEW SITE</b>			\$ 1,860.00	\$ 1,150.00	\$ 850.00				\$ 3,860.00
				100 Mbps						\$ -	\$ 90.00	\$ 6.26	\$ 4,620.24
				200 Mbps						\$ -	\$ 130.00	\$ 9.04	\$ 6,673.68
				300 Mbps	EVPL	Existing NNI				\$ -	\$ 170.00	\$ 11.82	\$ 8,727.12
				400 Mbps						\$ -	\$ 210.00	\$ 14.60	\$ 10,780.56
				500 Mbps						\$ -	\$ 250.00	\$ 17.38	\$ 12,834.00



Pricing must be provided next to every bandwidth increment on each circuit being bid

Circuit #	USAC Billed Entity Number	E-RATE DISCOUNT	BILLED ENTITY NAME FIBER SITE NAME	SEEKING	CIRCUIT TOPOLOGY-- PICK ONE	CIRCUIT HANDOFF-- PICK ONE	REQUIRED E-RATE INFORMATION: Total Project Plant Route Feet	REQUIRED E-RATE INFORMATION: Total Strands	REQUIRED E-RATE INFORMATION: Average Cost Per Foot of Outside Plant	REQUIRED E-RATE INFORMATION: Number of E-rate Eligible Strands	Ability to hand off? Grand Island-College Park, 3180 W. Hwy 34 YES or NO?	Ability to hand off? Lincoln-Nebraska Hall, 901 N. 17th YES or NO?
<b>NETWORK NEBRASKA E-RATE CONNECTIONS-SPECIAL CONSTRUCTION</b>												
1	138730	80%	<b>VILLAGE OF ARCADIA</b> ARCADIA TOWNSHIP LIBRARY 100 S REYNOLDS STREET ARCADIA, NE 68815-0355 Terri Pierson, arcadialibrary@nctc.net, 308-789-6346 VALLEY COUNTY	<b>NEW SITE</b>			527 ft.	1 strand	\$ 9.63	1 strand		
				100 Mbps	EVPL	Existing NNI						
				200 Mbps								
				300 Mbps								
				400 Mbps								
500 Mbps												
Yes	No											
8	138770	80%	<b>CITY OF GIBBON</b> GIBBON PUBLIC LIBRARY 116 La BARRE ST GIBBON, NE 68840-0309 Missy Onate, gpl@nctc.net, 308-468-5889 BUFFALO COUNTY	<b>NEW SITE</b>			868 ft.	1 strand	\$ 7.83	1 strand		
				100 Mbps	EVPL	Existing NNI						
				200 Mbps								
				300 Mbps								
				400 Mbps								
500 Mbps												
Yes	No											
18	138804	80%	<b>VILLAGE OF NORTH LOUP</b> NORTH LOUP PUBLIC LIBRARY 112 B ST NORTH LOUP, NE 68859-0157 Linda Markvicka, npl@nctc.net, 308-496-4230 VALLEY COUNTY	<b>NEW SITE</b>			187 ft.	1 strand	\$ 20.64	1 strand		
				100 Mbps	EVPL	Existing NNI						
				200 Mbps								
				300 Mbps								
				400 Mbps								
500 Mbps												
Yes	No											

Pricing must be provided next to every bandwidth increment on each circuit being bid

Circuit #	USAC Billed Entity Number	E-RATE DISCOUNT	BILLED ENTITY NAME FIBER SITE NAME	SEEKING	CIRCUIT TOPOLOGY-- PICK ONE	CIRCUIT HANDOFF-- PICK ONE	Ability to hand off? Omaha-Peter Kiewit Institute, 1110 S. 67th YES or NO?	Ability to hand off? Omaha-1623 Farnam, LLC YES or NO?	Ability to hand off? Scottsbluff-Panhandle Research Center, 4502 Ave I YES or NO?	
<b>NETWORK NEBRASKA E-RATE CONNECTIONS-SPECIAL CONSTRUCTION</b>										
1	138730	80%	<b>VILLAGE OF ARCADIA</b> ARCADIA TOWNSHIP LIBRARY 100 S REYNOLDS STREET ARCADIA, NE 68815-0355 Terri Pierson, arcadialibrary@nctc.net, 308-789-6346 VALLEY COUNTY	<b>NEW SITE</b>		EVPL	Existing NNI	No	No	No
				100 Mbps						
				200 Mbps						
				300 Mbps						
				400 Mbps						
500 Mbps										
8	138770	80%	<b>CITY OF GIBBON</b> GIBBON PUBLIC LIBRARY 116 La BARRE ST GIBBON, NE 68840-0309 Missy Onate, gpl@nctc.net, 308-468-5889 BUFFALO COUNTY	<b>NEW SITE</b>		EVPL	Existing NNI	No	No	No
				100 Mbps						
				200 Mbps						
				300 Mbps						
				400 Mbps						
500 Mbps										
18	138804	80%	<b>VILLAGE OF NORTH LOUP</b> NORTH LOUP PUBLIC LIBRARY 112 B ST NORTH LOUP, NE 68859-0157 Linda Markvicka, nlpl@nctc.net, 308-496-4230 VALLEY COUNTY	<b>NEW SITE</b>		EVPL	Existing NNI	No	No	No
				100 Mbps						
				200 Mbps						
				300 Mbps						
				400 Mbps						
500 Mbps										