



G R E A T P L A I N S C O M M U N I C A T I O N S

RFP RESPONSE FOR

STATE OF NEBRASKA
RFP 6837 Z1: High Speed Transport Services
Part 2

January 30, 2024 | 2:00 pm CST



January 30, 2024

Dianna Gilliland, Kelly Thomas
Procurement Contracts Officers
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Dear Dianna and Kelly,

Thank you for the opportunity for Great Plains Communications (GPC) to provide a bid response for service(s) to the State of Nebraska, in selecting a qualified Service Provider to provide High Speed Transport and Managed Ethernet Services to UNL and state data center locations in the State of Nebraska.

Headquartered in Blair, Nebraska, GPC is the largest privately-owned telecommunications providers in Nebraska, and one of the largest in the Midwest, serving nearly 200 communities throughout Nebraska and Indiana. GPC provides communities with technology solutions including: voice, internet, managed ethernet and video. The robust GPC network is a MEF-Certified regional network that covers 18,000 miles spanning across Nebraska and 12 additional states in the region. Great Plains Communications has the expert staff, capital, and materials on-hand to build government and education connectivity networks.

Our RFP response is complete and respectfully submitted today. You will see we have responded to all sections of RFP 6837 Z1 Part 2 in full and have provided completed acceptance pages, along with the 2 Appendix sheets in a separate Excel file. All provided services, as proposed within, are served using our fiber optic network. Great Plains Communications' competitive advantages allow us to continue providing excellent service to the State of Nebraska and the state-represented facilities. The pricing spreadsheets will show our competitive pricing across the State of Nebraska. Please note that the pricing varies by bandwidth in most cases. In order to provide more competitive pricing and meet the requirements of this RFP, you will also see that our pricing may be the same for varying bandwidth at certain locations.

Please contact me at 402-533-3464 or jmason@gpcom.com if there are any questions, or if you need additional information. We appreciate your business. Thank you again for considering Great Plains Communications for the State of Nebraska's connectivity needs.

Sincerely,

A handwritten signature in blue ink that reads 'Jeff Mason'.

Jeff Mason
Senior Account Executive



1600 Great Plains Centre
PO Box 500
Blair, NE 68008
1.888.343.8014
www.gpcom.com

ABOUT **GREAT PLAINS COMMUNICATIONS**



Great Plains Communications is headquartered in Blair, Nebraska with offices strategically located across our service areas including 2 locations in the Omaha Metro. We are one of the largest privately-owned telecommunications providers in the Midwest, serving communities in Nebraska, Iowa and Indiana. Founded in 1910 by E.C. Hunt as a Nebraska phone company, Great Plains Communications has evolved over the past century, keeping pace with technology and increasing bandwidth demands to become a leading regional network and fiber services provider.

Business and enterprise services range from traditional and Cloud-based voice and data products to installation and support of large networks with scalable Internet and Ethernet solutions. The company also takes pride in our progressive approach to accommodating the unique needs of carrier and wholesale customers including regional and national telecommunications carriers, LECs, ISPs, wireless carriers and other providers utilizing superior custom engineering and custom-build strategies.

At the core of the company's service offering is an extensive, 18,000-mile, MEF certified regional fiber network, fully supported by our 24x7x365 Network Operations Center. The network encompasses the state of Nebraska extending into Colorado, Illinois, Indiana, Iowa, Kansas, Kentucky, Minnesota, Missouri, Nebraska, Ohio, South Dakota, Wisconsin and Wyoming.

As part of its heritage, culture and values, Great Plains Communications remains fully committed to the sustainment and advancement of the communities we serve. The company donates a significant amount of annual income to support community projects, provide education grants and scholarships and serve causes that positively impact our customers. Over half of the 350+ employees live and work in the communities where they provide service and donate thousands of hours as firefighters, paramedics, mentors, board members, scout or church leaders and to other worthy causes.

SENIOR LEADERSHIP



Todd Foje is Chief Executive Officer of Great Plains Communications LLC (GPC) and Great Plains Underground Construction LLC. In this role, he provides thought leadership and guides the company by defining and implementing growth and business strategies.

Foje has more than 20 years of experience in the telecommunications industry and became CEO in 2008. He earned a Bachelor of Business Administration from Creighton University and a Master of Laws in Taxation (LLM) from Georgetown University and a Juris Doctor (JD) from George Washington University. With prior experience as both a certified public accountant and an attorney, Foje also has held executive roles in other industries prior to joining GPC.



Janelle Allison joined Great Plains Communications in 2005 and currently serves as the Chief Service Delivery Officer. She oversees several areas of the business including the GPC Customer Response Center, field operations, project management, and legal. She is responsible for managing GPC's service delivery to ensure the development of strategic plans aligns with accountability of performance and adheres to corporate values.

Allison is also responsible for attainment of operational, strategic and financial goals. She is a Certified Public Accountant with over 30 years of accounting and finance experience.



Tony Thakur is the Chief Technology Officer of GPC, where he guides the company's technology vision and works to enhance its robust fiber network. He also implements new product technologies, identifies national geographic network expansion opportunities and introduces automation efficiencies.

Thakur has held C-level and senior executive positions during his two decades in the telecommunications sector. In this time, he has launched numerous programs and services related to technology infrastructure development, networking and cloud connectivity.

Thakur graduated with a Master of Science in Engineering Management from the Florida Institute of Technology and has a Bachelor of Science in Electrical Engineering from the University of Texas in Arlington.



Nicholas Wilkin is the Chief Financial Officer of GPC. He is responsible for overseeing the company's financial performance, budgets and forecasts. Wilkin has over two decades of financial experience managing successful exits and acquisitions, raising capital and leading and implementing operational and financial strategies.

He holds a Master of Business Administration (MBA) in Finance from Indiana University in Bloomington, Indiana and graduated Magna Cum Laude, Jacob Albright Scholar from Albright College in Reading, Pennsylvania with a Bachelor of Science degree in Finance and Economics.



Chris Sikora is the Chief Revenue Officer for GPC. He is responsible for driving new revenue across residential, multi-dwelling unit (MDU), wholesale and channel business sectors. He is also responsible for elevating the GPC customer experience across all divisions and for leading and developing the sales and marketing teams.

Chris has over 25 years of experience developing technology solutions over fiber optic networks, launching and growing new platforms and building sustainable business models.

He has an MBA from New York University's Stern School of Business and a Bachelor of Science from King's College in Wilkes-Barre, Pennsylvania.



Katie Curtis serves as the company's Chief Information Officer. She is responsible for strategic planning for technology, infrastructure, information system assets, data management and enterprise security.

Curtis has over a decade of experience in Information Technology leadership roles including enterprise IT roadmaps, increasing productivity through automation, and translating customer needs into new technology products and services.

Katie received her Bachelor of Arts in Economics and Business from Colorado State University in Fort Collins, Colorado and her ITIL V3 certification from the Help Desk Institute.



Joe Pellegrini is the Chief Construction Officer of GPC. He is responsible for GPC's fiber-to-the-home (FTTH) strategic growth initiative to residential customers in new markets, as well as aggressive expansion in current Midwestern markets.

Joe has more than 20 years of leadership experience in operations, telecommunications, wireless deployment and construction management.



Ken Pfister is the Sr. Vice President of Regulatory Policy for GPC. He is responsible for the company strategy regarding access, Universal Service Fund (USF) and interconnection at the state and federal levels.

Ken has been with GPC since 2000 and has over 25 years of experience in the telecommunications industry. His role requires him to serve on various industry committees to influence and change telecommunication practices and regulations.



Kim Ptacnik is the Vice President of Human Resources (HR). Over the years she has served in roles ranging from HR assistant to supervisor to senior director, playing a key role in developing and inspiring the culture of high-performance that is the backbone of GPC.

A vital member of our executive leadership team, Ptacnik joined GPC after graduating from the University of Nebraska Omaha with a Bachelor of Science in Business Administration degree in 1985.

SERVICE PROVIDER ID NUMBER **(498 ID NUMBER)**

Great Plains Communications, LLC.
S.P.I.N. / 498 ID 143002186

Great Plains Communications Contact for Universal Service Administrative Co. (USAC):

Customer Response Business Care
(888) 343-8014 Option 3
Erate@gpcom.com

- With several years of experience processing and applying USAC funding credits, Great Plains Communications has the supportive resources needed for the servicing and application of USAC awarded funds.
- Great Plains Communications provides SPI Invoicing Discounts when processing USAC fund invoices. The credit is applied to the account after the company receives a copy of the customer's completed Form 486.
- Great Plains Communications can provide supporting documentation during USAC reviews and appeals. Due to customer privacy concerns, the information provided is limited in scope; the customer may need to provide USAC additional information. Customer support is encouraged to take place after the bidding and award process is completed for the funding year.

CUSTOMER TESTIMONIALS

EDUCATION



Partnering with Great Plains Communications allows Metropolitan Community College (MCC) to have potentially unlimited bandwidth between its eight locations and the Internet. This positions the College to lead in the digital age.

Mick Gahan, Former Chief Information Officer
Metropolitan Community College, Omaha, NE

We have access to high-level support, whether it's meeting in person to design a fiber build, discussing eRate procedures over the phone, or directly communicating with the Great Plains Communications Network Operations Center. When problems do arise —this is technology, so it's going to happen at times — Great Plains Communications is ready and willing to help resolve the problem and look for ways to possibly eliminate it from happening again.

Brent Cudly, Director of Professional Learning & Federal Programs
Fremont Public Schools, Fremont, NE

Do Space is one of the first community spaces in the country that offers a gigabit of bandwidth fee to its members, and Great Plains Communications has played a key role in helping us to enable Omaha to lead the nation in innovation.

Rebecca Stavick, Chief Executive Officer
Do Space, Omaha, NE

Chadron State College considers Great Plains Communications a valuable local partner and the attention to detail is great. One thing that really stands out is Great Plains Communications' commitment to service. Many times issues pop up on campus and Great Plains Communications lets us know about them before we even know about them.

Alex Helmbrecht, Director of College Relations
Chadron State College, Chadron, NE



REFERENCES

Educational Services Unit (ESU) 16

Scott Jones, Director of Network Operations
308.534.2427 | scott.jones@esusixteen.org

Chardon State College

Ann Burk, Chief Information Officer
308.432.6311 | aburk@csc.edu

Do Space

Rebecca Stavick, Chief Executive Officer, Community Trust Foundation
402.399.1460 | rstavick@dospace.org

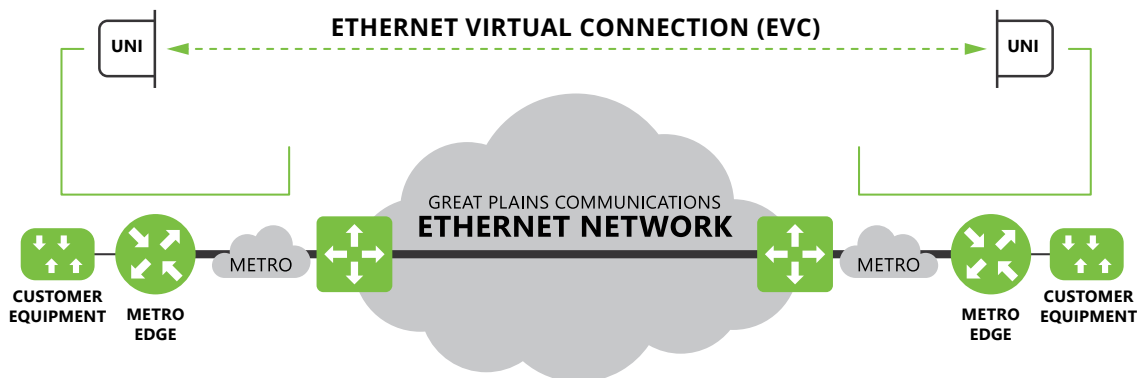
GPC

MANAGED ETHERNET PRODUCTS

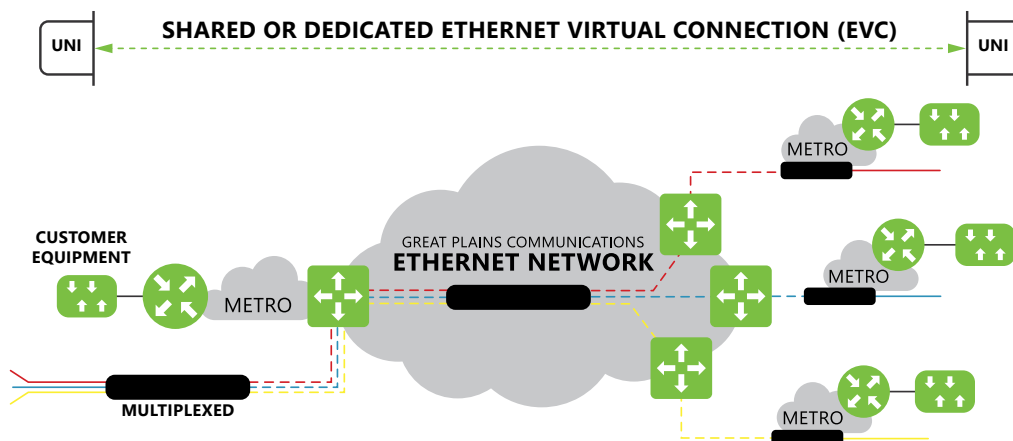
WHAT IS E-LINE?

Ethernet Line (E-Line) is a platform-agnostic, layer 2 point-to-point or point-to-multipoint service that can traverse between any two or more customer locations located in the Midwest. GPC E-Line service is protected within the core and can be ordered as Ethernet Private Line or Ethernet Virtual Private Line.

Ethernet Private Line (EPL) - This service type is a point-to-point *port-based* service that is intended to be highly transparent in the sense that service frames sent are delivered with as few modifications as possible. Traffic within these frames is managed by the customer.



Ethernet Virtual Private Line (EVPL) - This service type is a point-to-point or point-to-multipoint Virtual Local Area Network (VLAN)-based service where Great Plains Communications (GPC) manages the VLANs for the customer.



SERVICE SCHEDULE

Ethernet Service

1. **Applicability.** This Schedule applies to any order of Ethernet Service from Provider.
2. **Description.** Carrier Ethernet Service is a point-to-point or multi-point Layer 2 service that is MEF 2.0 certified designed to interconnect physically separated LANs or WANs. Provider's network consists of multiple geographically diverse carrier-class transport nodes connected via a protected Layer 2 transport backbone, which is designed for high availability and automatic rerouting during network events.
3. **Interconnection.** Ethernet Service will be delivered at standard 10/100/1,000/10,000/100,000 Mbps interfaces. The signal characteristics and supported MAC Layers at the network interface will be as specified in the applicable IEEE standards. Ethernet Service will be delivered over fiber or other media interface as determined by Provider.
4. **Support.** Technical support is available 24/7 by Provider's Network Operations Center ("NOC"). Unresolved issues will be escalated immediately. Provider will attempt to notify Customer of all service-affecting events.
5. **Service Levels.**
 - 5.1. **General.** Service levels apply between Provider's demarcation point at the service address and Provider's ingress/egress internet uplinks. Service levels are measured over a 30-consecutive day (720 hour) period.
 - 5.2. **Definitions.**
 - 5.2.1. "Availability" is a percentage of total time a service is operative.
 - 5.2.2. "Outage" means a time during which the service is not available due to a failure of the service. To measure the duration of any Outage, an Outage begins once Customer notifies Provider's NOC and ends when service is restored (even if only by a temporary restoration).
 - 5.2.3. "Latency" is a measure of the average time required for a packet to travel round trip.
 - 5.2.4. "Packet Loss" is a percentage of in-profile internet frames not reliably delivered.
 - 5.2.5. "Protected" means services that employ a protection scheme consisting of dual geographically diverse paths, including redundant entrances, power, and equipment, which allows for automatic rerouting in the event of a failure of one path.
 - 5.2.6. "Standard" means services that are not fully Protected (but may include core network protection)

5.3. Objectives. The service level objectives for Ethernet Service are as follows:

Objective	Metric
Availability – Standard	99.9%
Availability – Protected	99.999%
Jitter	No more than 1ms
Latency	No more than 30ms for metro services
Packet Loss	No more than 0.5%

6. Remedies

6.1. Service Credits. If an Ethernet Service experiences an Outage, Customer may request a credit based on the duration of the Outage equal to the amount set forth below for the service:

Protected* Ethernet Service	
Length of Outage	Amount of Credit (% of MRC)
Less than 2 hours	0%
2 hours – 4 hours	10%
4 hours – 8 hours	25%
8 hours – 12 hours	40%
12 hours or more	50%
Standard Ethernet Service	
Length of Outage	Amount of Credit (% of MRC)
Less than 8 hours	0%
8 hours – 12 hours	10%
12 hours or more	25%

*Unless an Ethernet Service is specifically designated as "Protected" on its Service Order, such service will be deemed "Standard." Both paths of a Protected Service must be impaired to qualify for credits.

6.2. Procedure to Request Remedies. Customer may request a credit for an Outage within 30 days of the Outage. Provider will validate the request based on Provider's service records. Upon validation, Provider will issue any credits due to Customer's account. If Customer does not request a credit within 30 days of the Outage, Customer will have waived the right to receive a credit for such Outage. Customer must be in good standing and paid current to exercise any remedy.

6.3. Exclusions. Notwithstanding anything in the Agreement or this Schedule, Customer will not be entitled to any remedy, including any credit under this Schedule, for Outages or service problems caused by the following: (i) acts and omissions by Customer, including configuration, information, equipment, or services provided by Customer; (ii) failures of services, equipment, applications, or systems not owned or controlled by Provider, including any off-net service; (iii) maintenance activities; (iv) delays by Customer to provide access to premises or release the service for testing and repair, if such access or release is necessary to restore the service; (v) force majeure, including fiber cuts not caused by Provider; and (vi) any valid suspension or termination of service by Provider under the Agreement.

6.4. Limitation of Remedies. No credit provided in any month shall exceed 100% of the MRC of the affected service order for that month. The credits stated in this Schedule will be Customer's sole and exclusive remedy, and Provider's sole and exclusive liability, for any Outage or problems related to the service.

24-HOUR NETWORK OPERATIONS CENTER

888.343.8015 | NOC@gpcom.com

Great Plains Communications (GPC) operates a 24x7x365 Network Operations Center (NOC) located in the headquarters in Blair, Nebraska. The NOC uses multiple alarm monitoring tools such as Cordell, Nagios and Honeywell to monitor all network elements. GPC utilizes a tiered approach regarding proper prioritization of alarms and dispatches accordingly directly to GPC personnel. As a provided service, GPC's NOC also monitors operation metrics including availability, Mean Time to Repair (MTTR) and performance metrics.

The company has two teams dedicated to our network support: Service Assurance and Network Operations Engineering. The Service Assurance team works directly with the customer to assist with initial troubleshooting and creation of trouble tickets to track any reported issues. If advanced troubleshooting is needed, the ticket is escalated to the Network Operations Engineering team in order to resolve the trouble and dispatch additional personnel if needed. Trouble tickets regarding outages are sent to customers with hourly status updates until services are fully restored.

GPC's trouble ticket process is detailed below:

- A trouble ticket is created when a customer reports an issue.
- The NOC Service Assurance team troubleshoots the issue and escalates if necessary.
- Customers are sent hourly updates regarding any outage affecting their services. These updates will be sent to the customer emails on file.
- Customers may be contacted by phone or email for additional information needed during the resolution process and to verify when services are restored.
- If requested, a reason for outage (RFO/RCA) will be emailed to the customer through the outage ticket.
- The ticket is closed and archived.

Service Assurance will also send customers ticket notifications regarding any maintenance that will impact their services. Customers will be given 10 business days' notice before any planned maintenance will occur. Emergency maintenance required to ensure service availability may occur with less notice as needed.

YOUR PROJECT TEAM

Our professional, certified and dedicated teams have over 200 years of combined experience in the areas of network engineering, project management, network installation and maintenance and leadership. This experience, coupled with our commitment to superior customer service, makes Great Plains Communications highly qualified to complete your project on time and on budget.



Jeff Mason
Sr. Account Executive
Project Sponsor



Tony Thakur
Chief Technology Officer



Chris Wulf
Vice President of
Operations



Tim Chaffins
Manager of PMO



Phil St. Clair
Project Manager



Pete Townsend
Sales Engineer



Justin Suhr
Director of OSP
Engineering



Tom White
Business Solutions
Manager



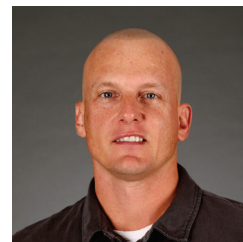
Michelle Luetticke
Enterprise Sales Support



Jared Paulsen
Sr. Transport Network
Engineer



Kaine Eisenreich
Transport Network
Manager



Cam Ewoldt
Director of Network
Engineering

PROJECT PLAN OVERVIEW

State of Nebraska

Project Description

The following information is a project plan outline for implementing the network services solution being proposed by Great Plains Communications. The plan will satisfy all services and bandwidth requirements as laid out in the request for proposal (RFP). The plan also identifies the scope of work, deliverables, key milestones, risk assessment and mitigation, resources, and structure and approach.

Project Start Date	Project Completion Date
Upon Award	June 30, 2024

Scope and deliverables

The scope and deliverables refer to the installation of network services to all accepted bid locations as specified in the RFP. These services meet the specific network and functionality requirements of State of Nebraska.

Milestones

- Project milestones mark the completion of key activity and serve as important markers towards project completion. These are the milestones Great Plains Communications recognizes during a project.
- Acceptance of the Great Plains Communications proposal
- Design of new or existing network facilities and identification of preferred equipment
- Build out of new network facilities
- Final testing, review, and acceptance by State of Nebraska
- Installation of network equipment

Approach

Great Plains Communications will use standard fiber-optic and copper cable to complete connectivity. The company will utilize their fiber-network to provide the required connectivity, and if necessary, will partner with other carriers. Uninterruptible power supply (UPS) units will also be installed to ensure uptime and reliability.

IP, Central Office, and Outside Plant Engineering employees will manage the end-to-end design, engineering, construction, installation, turn-up, and maintenance of all equipment and services. Great Plains Communications construction projects are coordinated and managed as a collaborative effort between project management, field supervisors, technicians, and engineering teams. By providing this one-stop-shop internal expertise the company maintains direct project control and flexibility to complete this project on time and on budget. The company will work directly with a list of preferred vendors who have a proven record of delivering the most reliable products and delivery records in the industry.

Once construction is completed and equipment has been installed, Great Plains Communications will develop a schedule for testing and certification of service capabilities to formally ensure the needs of the project have been met.

Communications

A project kick-off meeting will be held at the start of the project. Attendees will include the project manager, project sponsor, and other key participants. Great Plains Communications employees will meet weekly to review the project status through completion. Every other week a member of the Great Plains Communications team will provide project updates to your team. Additional meetings may be scheduled as needed.

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 Part 2.

The objective of this RFP Part 2 is to secure a Tier 1 source of commodity Internet that is scalable, reliable, and affordable that will serve the entities of Network Nebraska as defined by Neb. Rev. Stat. 79- 1201.01(3). Network Nebraska is defined in Neb. Rev. Stat. 86-5,100 (LB1208, 2006). "Network Nebraska shall consist of contractual agreements with providers to meet the demand of state agencies, local governments, and educational entities. Such network shall provide access to a reliable and affordable infrastructure capable of carrying a spectrum of services and applications, including distance education across the state. 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.

The Office of the CIO, on behalf of Network Nebraska, purchases multiple sources of commodity internet and at least two sources of commercial peering. This RFP Part 2 is for Internet connectivity from the listed core network location to the Internet Provider. Any award made for Internet connectivity to a core location will be based on lowest full duplex per gigabit pricing. Final determination of actual purchased capacity will be based on need, factoring in backbone capacity, and the aggregate amount of Internet bandwidth required by Network Nebraska participants. Appendix E identifies the bandwidths that are being bid for Network Nebraska. Appendix F identifies the bandwidths that are being bid on behalf of the University of Nebraska System. Several locations listed in Appendix F are also listed in Appendix E but should be considered separate proposals.

The State of Nebraska may choose to make awards to diverse bidders for locations in Appendix E or Appendix F to ensure network resiliency.

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 2024 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, 2024, may risk negation of purchases for the July 1, 2024 through June 30, 2024 performance year.

Bid cost data will be accepted through two (2) different appendices:

1. Appendix E: Commercial internet access for Network Nebraska
2. Appendix F: Commercial internet access for the University of Nebraska System

B. E-RATE

The originating FCC Form 470 for this RFP Part 2 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 Part 2 and must provide prior to contract award.

Service Provider's Form 498 I.D. # (formerly SPIN): 143002186

JM Bidder has read and agrees to comply.

C. NETWORK TOPOLOGY

Appendix E sites involve Internet connectivity for Network Nebraska at multiple backbone locations. An award will be made for each 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 University of Nebraska System engineers and communicated to the contractor(s) during the project implementation phase.

Appendix F sites involve Internet connectivity for the University of Nebraska System campus or datacenter locations. An award will be made for each 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 University of Nebraska System engineers and communicated to the contractor(s) during the project implementation phase.

Sites in Appendix E and Appendix F may appear both appendices. In such case, each should be considered a separate connection request from a corresponding entry on the alternate appendix.

An award will be made for each circuit in Appendix E and F based on lowest overall cost over the 48-month initial contract term and diversification from connectivity at all other locations in total.

JM Bidder has read and agrees to comply.

D. PROJECT OVERVIEW

The objective of this RFP Part 2 is to identify Contractor(s) who will design, develop, and implement high-speed commodity Internet 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 internet connectivity that can connect eligible entities listed in Appendices E and F. The Bidder may bid on one, some or all of the eligible entities listed in Appendices E and F.

Each site/service will be reviewed individually. When bidding Appendix E and F locations, the Bidder must bid all costs to provide connectivity at the points listed at the top of the Cost Proposal.

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 Part 2. The State requires the Bidder to bid an Internet connection to the listed locations along with the corresponding services that considers present, as well as future, state-of-the-art technologies.

JM 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 MPLS backbone interconnects the core aggregation points and provides transport to at least two Internet egress points.

Each internet connection will terminate on a core backbone router either directly or transported via a customer owned and operated DWDM network. Each backbone router is capable of receiving and maintaining a full route table from multiple providers simultaneously.

Network Nebraska owns and announces networks as AS11714. The University of Nebraska System owns and primarily announces networks as AS7896. More specific networks for the University of Nebraska System may also be announced under AS11546 or AS11920 as the need arises.

An on-premise DDoS mitigation platform also exists to protect the networks from external attacks.

JM 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, 2024, 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 2024 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 2024 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 Internet 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 Part 2.

The contractors may submit with their technical proposal any E-Rate, tax exemption, USF affidavit 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.

JM 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 Part 2 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.

JM Bidder has read and agrees to comply.

H. SCOPE OF WORK

The Contractor shall provide a flexible, reliable, cost-effective connection to the commodity Internet (Internet 1). The service is expected to be delivered using one or more 10 Gigabit or 100 Gigabit fiber-based Ethernet connections, or

higher, to Network Nebraska or University of Nebraska System equipment. For service bandwidths higher than 10Gigabit, an aggregated connection must be provided in a IEEE 802.1AX-2008 LACP standards-based configuration, or a mutually agreed upon connection type and speed. For service bandwidths higher than 40Gigabit, a 100Gigabit fiber-based Ethernet connection is required.

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 to prepare a more informed bid.

JM 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.

JM Bidder has read and agrees to comply.

J. TECHNICAL REQUIREMENTS

Internet Address Routing:

Both Network Nebraska and the University of Nebraska System manage several IPv4 "/16" CIDR blocks (aka traditional Class "B" classful ranges). Additional addresses in various class sizes are in use by some members of the educational community that may also be using this service. By responding to this proposal, the bidder understands and agrees that the resulting contractor will route all requested addresses as defined by the route records for their respective autonomous system numbers AS11714 and AS7896.

Both Network Nebraska and the University of Nebraska System manage several IPv6 CIDR blocks. Additional addresses in various class sizes are in use by some members of the educational community that may also be using this service. By responding to this proposal, the bidder understands and agrees that the resulting contractor will route all requested addresses as defined by the route records for their respective autonomous system numbers AS11714 and AS7896.

Both Network Nebraska and the University of Nebraska System connect to member or subtended entities that may utilize their own autonomous system numbers and are authorized to announce those networks on their behalf.

The creation and maintenance of IRR route objects for the prefixes assigned to either Network Nebraska or the University of Nebraska System will be the sole responsibility of either the Network Nebraska or University of Nebraska System.

Network Nebraska and the University of Nebraska System will maintain one or more routers that will be required to carry a complete set of internet routing tables. The contractor must agree to provide full IPv4 and IPv6 BGP routing feeds to the customer equipment.

The use of BGP communities and support for BGP prepending and MED values is required. These communities must support, at minimum, the ability black hole or null route traffic within the provider network before reaching the customer edge. A list of supported communities must be provided as part of the completion notice.

BGP peering must be accomplished via a single next-hop. Multi-hop BGP peering is not allowed.

An IPv6-ready service is required. The ability to directly support native IPv6 traffic and BGP routing with full IPv6 routing table feeds is desired. Any service that requires the tunneling of IPv6 traffic through an IPv4 path will be considered only IPv6 ready. Any service not capable of routing IPv6 traffic will not be considered IPv6 ready. Any service that is not, at a minimum, IPv6 ready will be classified as an unacceptable bid.

The contractor must provide a service that meets the following requirements:

1. Ethernet frames containing a 1500-byte payload at minimum (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. This must support a minimum IP MTU of 1500 without fragmentation. Reference: http://en.wikipedia.org/wiki/Ethernet_frame.
2. The network interface to the customer's CPE must be an Ethernet-based fiber handover connection.
3. The network interface handover must be a 10G fiber connection at minimum, or in the case of higher than 10G of bandwidth bid, multiple 10G fiber connections must be provided in an IEEE 802.1AX-2008 LACP standards-based configuration, or a mutually agreed upon connection type and speed. Connections of 40G or higher must be provided on a 100G interface appropriately rate limited to the correct bandwidth.
4. Performance metrics on contracted circuits must be provided to Network Nebraska staff within 24 hours of request.
5. The University of Nebraska/Network Nebraska NOC must be notified at minimum 7 days in advance of any standard or regular changes that may influence performance as outlined in the RFP Part 2.
6. The provided connection must be tested to prove performance before it will be considered complete and usable. Testing according to ITU-T Y.156sam or RFC-2544 for performance, frame-loss and latency is preferred but detailed performance, frame-loss, latency and QOS test disclosure is also acceptable. Testing must validate the minimum frame size specified is supported.
7. The receive AND transmit capacity must each meet or exceed the bandwidth amount that is bid between BGP peers. Testing must validate that capacity meets the amount purchased before the connection will be considered complete and usable.

JM 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 Part 2 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 Part 2. In the event that the documentation furnished is at variance with the requirements of this RFP Part 2, the Contractor will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP Part 2 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 or University of 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.

JM 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 Part 2 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.

JM 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 the University of Nebraska System, the Network Nebraska/University of Nebraska Operations Center, noc@nebraska.edu or 1-888-638-6327 must be notified at least seven (7) 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 or University of Nebraska System 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.

JM Bidder has read and agrees to comply.

N. IMPLEMENTATION PLAN

The Bidder may submit with its proposal response, but must provide by March 1, 2024, 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 Part 2. The Contractor will agree to participate in pre-scheduled project management conference calls as arranged by the Office of the CIO Project Management Office.

JM 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.

JM 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.

JM 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 Part 2 (Neb.Rev.Stat.§ 81-1120.19).

JM 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 Appendices 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 Appendices 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 ALL APPENDICES.

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

All Appendices 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. $TOTAL\ 48-MONTH\ COST = \sum [(MRC + Taxes/Fees) \times 48] + NRCs$

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

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

Entity	Bandwidth	Bidder 'A' NRC	Bidder 'A' MRC	Bidder 'A' Monthly Taxes/Fees	Bidder 'A' 48-month Cost
School X	100Mbps	\$1,000**	\$500	\$34.75	\$25,668.00
School X	200Mbps	\$0	\$600	\$41.70	\$30,801.60
School X	300Mbps	\$0	\$700	\$48.65	\$35,935.20
School X	400Mbps	\$5,000**	\$800	\$55.60	\$46,068.80
Total					\$139,473.60
BIDDER COMMENT: \$1,000 NRC will be applied if the customer purchases 100Mbps, 200Mbps, or 300Mbps. \$5,000 NRC will only be applied when the customer purchases 400Mbps.					

JM Bidder has read and agrees to comply.

Form A
Contractor Proposal Point of Contact
Request for Proposal Number 6837 Z1 Part 2

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:	GREAT PLAINS COMMUNICATIONS, LLC.
Contractor Address:	1635 FRONT STREET BLAIR , NE 68008
Contact Person & Title:	MICHELLE LUETTICKE
E-mail Address:	MLUETTICKE@GPCOM.COM
Telephone Number (Office):	402-456-6469
Telephone Number (Cellular):	
Fax Number:	

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:	GREAT PLAINS COMMUNICATIONS, LLC.
Contractor Address:	1635 FRONT STREET BLAIR , NE 68008
Contact Person & Title:	JEFF MASON
E-mail Address:	JMASON@GPCOM.COM
Telephone Number (Office):	402-456-6467
Telephone Number (Cellular):	402-533-3464
Fax Number:	

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 Part 2 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 #5 Terms and Conditions for High-Speed Transport Services for Network Nebraska RFPs 2020-2023 apply to this RFP Part 2.

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 Part 2.

_____ 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:	GREAT PLAINS COMMUNICATIONS, LLC.
COMPLETE ADDRESS:	1635 FRONT STREET, BLAIR, NE 68008
TELEPHONE NUMBER:	402-456-6467
FAX NUMBER:	
DATE:	1/25/2024
SIGNATURE:	<small>DocuSigned by:</small> Jeff Mason
PRINTED NAME & TITLE OF SIGNER:	<small>ECF32230E1AF4D0...</small> JEFF MASON, SR. ACCOUNT EXECUTIVE



FCC Form 470 – Funding Year 2024

Form 470 Application Number: 240005939
 WANCircuits_2024-2027_RFP6837

Billed Entity

STATE OF NEB DEPT OF ADMIN SERVICES, OFFICE OF THE CIO
 501 SOUTH 14TH ST, PO BOX 95045 LINCOLN, NE 68509-5045 Lancaster County
 402-471-3560
 ed.toner@nebraska.gov

Contact Information

Becca Kingery
 becca.kingery@nebraska.gov
 402-471-0267

Billed Entity Number: 225870
FCC Registration Number:

Number of Eligible Entities: 292

Application Type

Applicant Type: Consortium

Statewide State:

NE

Recipients of Services: Academic; Detention Center; ESA School; General-Use School; Juvenile Justice; Main Branch; New Construction School; Swing Space; Tribal School

Statewide Application Represents:

Consulting Firms

Name	Consultant Registration Number	Phone Number	Email
Educational Service Unit 1	17025675	402-287-2061	e-rate@esu1.org
EDUCATIONAL SERVICE UNIT 10	16062372	308-237-5927 ext.232	erate@esu10.org
Educational Service Unit 2	17001273	402-721-7710	erate@esu2.org
EDUCATIONAL SERVICE UNIT NO 11	16062031	308-995-6585	erate@esu11.org
ESU 5 Erate Services	17000014	402-223-5277	natalie.brauer@esu5.org
ESU 8 E-rate Consulting	17017906	402-887-5041	erate@esu8.org
ESU 9 Erate Consulting	17010836	402-463-5611	
Mary Gurney	17001967	402-760-2791	mgurneyerate@gmail.com

Consultants

Name	Phone Number	Email
Andrew Contreras	402-287-2061	e-rate@esu1.org
Brett Unger	402-721-7710	erate@esu2.org
Chelsi Teel	308-698-1953	erate.cs@esu10.org
Gary Needham	402-463-5611	erate-consultant@esu9.us
Mary Gurney	402-760-2791	mgurneyerate@gmail.com
Natalie Coffin	402-223-5277 ext.220	natalie.brauer@esu5.org
Scott McIntosh	402-287-2061	smcintosh@esu1.org
Wade Gibson	308-995-6585	erate@esu11.org

RFPS

ID	Name
164719	6837 Z1 Section 5 RFP
164720	6837 Z1 Master Agreement
164721	6837 Z1 Appendix A
164722	6837 Z1 Appendix B

Category One Service Requests

Service Type	Function	Function Other Description	Minimum Capacity	Maximum Capacity	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
Data Transmission and/or Internet Access	Internet Access and Data Transmission Service		100 Mbps	50 Gbps	279	279	Each	Yes	164719, 164720, 164721, 164722

Description of Other Functions

ID	Name
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Narrative

The Nebraska State Purchasing Bureaus current solicitation (RFP 6837 Z1) for the purpose of selecting a qualified Bidder or Bidders to provide high-speed transport services for participants of Network Nebraska is below. The previous terms and conditions, under the previously posted 6740 Z1 Master Agreement Terms and Conditions Revision #4, has been updated below as Master Agreement Terms and Conditions Revision #5, and applies to this RFP, 6837 Z1. The terms should be reviewed, and the Master Agreement Revision #5 Acceptance Page must be signed and returned to Dianna Gilliland for access to upload RFP proposal response. The full cost proposal spreadsheet will include multiple options for aggregation points and will be posted with the other RFP materials when released on the State Purchasing website. <https://das.nebraska.gov/materiel/purchasing/6837%20Z1/6837%20Z1.html> RFP 6837 Z1 AGENCY: State Purchasing Bureau PROCUREMENT CONTRACTS OFFICER(S): Dianna Gilliland/Kelly Thomas Phone: 402-471-6500 Email: as.materielpurchasing@nebraska.gov OPENING DATE: January 3, 2024, at 2:00 P.M. CST The proposal opening will occur in accordance with the Schedule of Events detailed in the solicitation linked below. PROJECT DESCRIPTION: The Nebraska State Purchasing Bureau is preparing a solicitation (RFP 6837 Z1) for the purpose of selecting a qualified Bidder or Bidders to provide high-speed transport services for participants of Network Nebraska. Written Questions regarding the project are due no later than December 1, 2023.

Range of Years: 3 - 3 Years

Payment Type: Annual

Category Two Service Requests

Service Type	Function	Manufacturer	Manufacturer Other Description	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
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Description of Other Manufacturers

ID	Name
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Narrative

Technical Contact

Greg Gray

University of Nebraska Infrastructure Director

402-472-7605

ggray@nebraska.edu

State and Local Procurement Restrictions

RFP Number: 6837 Z1 AGENCY: State Purchasing Bureau PROCUREMENT CONTRACTS OFFICER(S): Dianna Gilliland/ Kelly Thomas Phone: 402-471-6500 Email: as.materielpurchasing@nebraska.gov OPENING DATE: January 3, 2024, at 2:00 P.M. CST The proposal opening will occur in accordance with the Schedule of Events detailed in the solicitation linked below. PROJECT DESCRIPTION: The Nebraska State Purchasing Bureau is preparing a solicitation (RFP 6837 Z1) for the purpose of selecting a qualified Bidder or Bidders to provide high-speed transport services for participants of Network Nebraska. Written Questions regarding the project are due no later than December 1, 2023. From the RFP release date until the Intent to Award is issued, communication is limited to the Point of Contract (POC) listed above. The recipient of an 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.

Billed Entities

Billed Entity Number	Billed Entity Name
225870	STATE OF NEB DEPT OF ADMIN SERVICES, OFFICE OF THE CIO

Certifications

I certify that the applicant includes:

I certify that the applicant includes schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.

I certify that the applicant includes libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and, except for the limited case of Tribal colleges or universities, have budgets that are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).

Other Certifications

I certify that this FCC Form 470 and any applicable RFP will be available for review by potential bidders for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively.

I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs. I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

NOTICE:

In accordance with Section 54.503 of the Federal Communications Commission's ("Commission") rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.503. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.503. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information requested in this form. We will use the information you provide to determine whether you have complied with the competitive bidding requirements applicable to requests for universal service discounts. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, the information you provide in this form may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information you provide in this form may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form, or in response to subsequent inquiries, may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide in this form may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC or Universal Service Administrator may return your form without action or deny a related request for universal service discounts.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person

Becca Kingery

STATE OF NEB DEPT OF ADMIN SERVICES, OFFICE OF THE CIO

501 SOUTH 14TH ST, PO BOX 95045 LINCOLN, NE 68509-5045 Lancaster County

402-471-0267

Certified Timestamp

11/27/2023 12:34 PM EST

State of Nebraska
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

SOLICITATION NUMBER	RELEASE DATE
6837 Z1 Part 2	December 21, 2023
PROPOSAL OPENING DATE AND TIME	PROCUREMENT CONTACT
January 25, 2024	Dianna Gilliland/Kelly Thomas

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 6837 Z1 Part 2 for the purpose of selecting a qualified Bidder(s) to provide Tier 1 Source of Commodity Internet that is scalable, reliable, and affordable that will serve the entities of Network Nebraska as defined by Neb. Rev. Stat. 79-1201.01(3). 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, 2028. 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 #5 Terms and Conditions for High-Speed Transport Services for Network Nebraska RFPs 2020-2023, apply to this RFP Part 2.

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GLOSSARY OF TERMS

For this section refer to the Master Agreement Revision #5 Glossary of Terms.

SPECIAL TERMS

BGP: A standardized exterior gateway protocol designed to exchange routing and reachability information among autonomous systems (AS) on the Internet.

MED: BGP Multi Exit Discriminator (MED) attribute provides a dynamic way to influence another AS in the way to reach a certain route when there are multiple entry points for that AS.

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The Request for Proposal Part 2 (RFP) is designed to solicit proposals from qualified bidders who will be responsible for providing Tier 1 Source of Commodity Internet that is scalable, reliable, and affordable that will serve the entities of Network Nebraska as defined by Neb. Rev. Stat. 79-1201.01(3). . Procurement procedures, terms and conditions, contractor duties and payment terms may be found in the Revised Master Agreement Revision #5.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP Part 2. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in the RFP Part 2, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP Part 2 or the bidder hasn't agreed to all the terms and conditions specified in the Revised Master Agreement Revision #5.

The Master Agreement Revision #5 Terms and Conditions for High-Speed Transport Services for Network Nebraska RFPs 2020-2023 apply to this RFP Part 2.

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: 6738 Z1 Part 2
Name: Dianna Gilliland/Kelly Thomas, Procurement Contracts Officers
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-4193/402-471-0974
State Purchasing - 402-471-6500
E-Mail: dianna.gilliland@nebraska.gov / Kelly.thomas@nebraska.gov
State Purchasing as.materiel purchasing@nebraska.gov

From the RFP Part 2 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 Part 2 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 Part 2	December 21, 2023
2. Last day to submit written questions – Questions must be submitted via ShareFile. ShareFile link: https://nebraska.sharefile.com/r-r50e765a2f3c14e1bae72b99666b2d705	January 4, 2024
3. State responds to written questions through RFP Part 2 “Addendum” and/or “Amendment” to be posted to: https://das.nebraska.gov/materiel/purchase_bureau/bidopps.html	January 11, 2024
4. Electronic Proposal Opening Upload electronic submission via ShareFile, per emailed instructions received after signing Master Agreement Revision #5 Acceptance Page ShareFile link to upload Acceptance Page for Part 2: https://nebraska.sharefile.com/r-rb0c70184942240b3bca3c8c1a6b4d7b8 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 https://us02web.zoom.us/j/85723901075?pwd=RGxNb0xkS0x0enlxSzdVbDREVjMzd09 Meeting ID: 857 2390 1075 Passcode: 545618 One tap mobile +12532158782,,85723901075#,,, *545618# US (Tacoma) +13462487799,,85723901075#,,, *545618# US (Houston) Dial by your location • +1 253 215 8782 US (Tacoma) • +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 • +1 305 224 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 • +1 689 278 1000 US • +1 929 205 6099 US (New York) • +1 301 715 8592 US (Washington DC) Meeting ID: 857 2390 1075 Passcode: 545618 Find your local number: https://us02web.zoom.us/j/85723901075?pwd=RGxNb0xkS0x0enlxSzdVbDREVjMzd09	January 25, 2024 2:00 PM Central Time
5. Review for conformance to RFP Part 2 requirements	January 25, 2024 through January 26, 2024
6. Evaluation period	January 29, 2024 through February 16, 2024

ACTIVITY		DATE/TIME
7.	Post "Notification of Intent to Award" to: https://das.nebraska.gov/materiel/purchase_bureau/bidopps.html	February 23, 2024
8.	Contract finalization period	February 26, 2024 through March 8, 2024
9.	Contract award	March 11, 2023
10.	Contractor(s) start date	March 12, 2024

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 6837 Z1 Part 2, Tier 1 Source of Commodity Internet 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 located at RFP Part 2, Section I.C. Schedule of Events, #2

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/purchase_bureau/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 #5. It is the bidder's responsibility to ensure to complete and submit the Master Agreement Revision #5 Acceptance Page with enough time for the State to provide instructions on how to electronically submit the related RFP Part 2 proposal before or by the date and time indicated in the RFP Part 2 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 Part 2 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/purchase_bureau/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 Part 2.

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 Part 2.

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 Part 2.

The objective of this RFP Part 2 is to secure a Tier 1 source of commodity Internet that is scalable, reliable, and affordable that will serve the entities of Network Nebraska as defined by Neb. Rev. Stat. 79- 1201.01(3). Network Nebraska is defined in Neb. Rev. Stat. 86-5,100 (LB1208, 2006). "Network Nebraska shall consist of contractual agreements with providers to meet the demand of state agencies, local governments, and educational entities. Such network shall provide access to a reliable and affordable infrastructure capable of carrying a spectrum of services and applications, including distance education across the state. 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.

The Office of the CIO, on behalf of Network Nebraska, purchases multiple sources of commodity internet and at least two sources of commercial peering. This RFP Part 2 is for Internet connectivity from the listed core network location to the Internet Provider. Any award made for Internet connectivity to a core location will be based on lowest full duplex per gigabit pricing. Final determination of actual purchased capacity will be based on need, factoring in backbone capacity, and the aggregate amount of Internet bandwidth required by Network Nebraska participants. Appendix E identifies the bandwidths that are being bid for Network Nebraska. Appendix F identifies the bandwidths that are being bid on behalf of the University of Nebraska System. Several locations listed in Appendix F are also listed in Appendix E but should be considered separate proposals.

The State of Nebraska may choose to make awards to diverse bidders for locations in Appendix E or Appendix F to ensure network resiliency.

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 2024 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, 2024, may risk negation of purchases for the July 1, 2024 through June 30, 2024 performance year.

Bid cost data will be accepted through two (2) different appendices:

1. Appendix E: Commercial internet access for Network Nebraska
2. Appendix F: Commercial internet access for the University of Nebraska System

B. E-RATE

The originating FCC Form 470 for this RFP Part 2 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 Part 2 and must provide prior to contract award.

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

_____ Bidder has read and agrees to comply.

C. NETWORK TOPOLOGY

Appendix E sites involve Internet connectivity for Network Nebraska at multiple backbone locations. An award will be made for each 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 University of Nebraska System engineers and communicated to the contractor(s) during the project implementation phase.

Appendix F sites involve Internet connectivity for the University of Nebraska System campus or datacenter locations. An award will be made for each 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 University of Nebraska System engineers and communicated to the contractor(s) during the project implementation phase.

Sites in Appendix E and Appendix F may appear both appendices. In such case, each should be considered a separate connection request from a corresponding entry on the alternate appendix.

An award will be made for each circuit in Appendix E and F based on lowest overall cost over the 48-month initial contract term and diversification from connectivity at all other locations in total.

_____ Bidder has read and agrees to comply.

D. PROJECT OVERVIEW

The objective of this RFP Part 2 is to identify Contractor(s) who will design, develop, and implement high-speed commodity Internet 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 internet connectivity that can connect eligible entities listed in Appendices E and F. The Bidder may bid on one, some or all of the eligible entities listed in Appendices E and F.

Each site/service will be reviewed individually. When bidding Appendix E and F locations, the Bidder must bid all costs to provide connectivity at the points listed at the top of the Cost Proposal.

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 Part 2. The State requires the Bidder to bid an Internet connection to the listed locations 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 MPLS backbone interconnects the core aggregation points and provides transport to at least two Internet egress points.

Each internet connection will terminate on a core backbone router either directly or transported via a customer owned and operated DWDM network. Each backbone router is capable of receiving and maintaining a full route table from multiple providers simultaneously.

Network Nebraska owns and announces networks as AS11714. The University of Nebraska System owns and primarily announces networks as AS7896. More specific networks for the University of Nebraska System may also be announced under AS11546 or AS11920 as the need arises.

An on-premise DDoS mitigation platform also exists to protect the networks from external attacks.

_____ 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, 2024, 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 2024 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 2024 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 Internet 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 Part 2.

The contractors may submit with their technical proposal any E-Rate, tax exemption, USF affidavit 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 Part 2 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 provide a flexible, reliable, cost-effective connection to the commodity Internet (Internet 1). The service is expected to be delivered using one or more 10 Gigabit or 100 Gigabit fiber-based Ethernet connections, or

higher, to Network Nebraska or University of Nebraska System equipment. For service bandwidths higher than 10Gigabit, an aggregated connection must be provided in a IEEE 802.1AX-2008 LACP standards-based configuration, or a mutually agreed upon connection type and speed. For service bandwidths higher than 40Gigabit, a 100Gigabit fiber-based Ethernet connection is required.

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 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

Internet Address Routing:

Both Network Nebraska and the University of Nebraska System manage several IPv4 "/16" CIDR blocks (aka traditional Class "B" classful ranges). Additional addresses in various class sizes are in use by some members of the educational community that may also be using this service. By responding to this proposal, the bidder understands and agrees that the resulting contractor will route all requested addresses as defined by the route records for their respective autonomous system numbers AS11714 and AS7896.

Both Network Nebraska and the University of Nebraska System manage several IPv6 CIDR blocks. Additional addresses in various class sizes are in use by some members of the educational community that may also be using this service. By responding to this proposal, the bidder understands and agrees that the resulting contractor will route all requested addresses as defined by the route records for their respective autonomous system numbers AS11714 and AS7896.

Both Network Nebraska and the University of Nebraska System connect to member or subtended entities that may utilize their own autonomous system numbers and are authorized to announce those networks on their behalf.

The creation and maintenance of IRR route objects for the prefixes assigned to either Network Nebraska or the University of Nebraska System will be the sole responsibility of either the Network Nebraska or University of Nebraska System.

Network Nebraska and the University of Nebraska System will maintain one or more routers that will be required to carry a complete set of internet routing tables. The contractor must agree to provide full IPv4 and IPv6 BGP routing feeds to the customer equipment.

The use of BGP communities and support for BGP prepending and MED values is required. These communities must support, at minimum, the ability black hole or null route traffic within the provider network before reaching the customer edge. A list of supported communities must be provided as part of the completion notice.

BGP peering must be accomplished via a single next-hop. Multi-hop BGP peering is not allowed.

An IPv6-ready service is required. The ability to directly support native IPv6 traffic and BGP routing with full IPv6 routing table feeds is desired. Any service that requires the tunneling of IPv6 traffic through an IPv4 path will be considered only IPv6 ready. Any service not capable of routing IPv6 traffic will not be considered IPv6 ready. Any service that is not, at a minimum, IPv6 ready will be classified as an unacceptable bid.

The contractor must provide a service that meets the following requirements:

1. Ethernet frames containing a 1500-byte payload at minimum (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. This must support a minimum IP MTU of 1500 without fragmentation. Reference: http://en.wikipedia.org/wiki/Ethernet_frame.
2. The network interface to the customer's CPE must be an Ethernet-based fiber handover connection.
3. The network interface handover must be a 10G fiber connection at minimum, or in the case of higher than 10G of bandwidth bid, multiple 10G fiber connections must be provided in an IEEE 802.1AX-2008 LACP standards-based configuration, or a mutually agreed upon connection type and speed. Connections of 40G or higher must be provided on a 100G interface appropriately rate limited to the correct bandwidth.
4. Performance metrics on contracted circuits must be provided to Network Nebraska staff within 24 hours of request.
5. The University of Nebraska/Network Nebraska NOC must be notified at minimum 7 days in advance of any standard or regular changes that may influence performance as outlined in the RFP Part 2.
6. The provided connection must be tested to prove performance before it will be considered complete and usable. Testing according to ITU-T Y.156sam or RFC-2544 for performance, frame-loss and latency is preferred but detailed performance, frame-loss, latency and QOS test disclosure is also acceptable. Testing must validate the minimum frame size specified is supported.
7. The receive AND transmit capacity must each meet or exceed the bandwidth amount that is bid between BGP peers. Testing must validate that capacity meets the amount purchased before the connection will be considered complete and usable.

_____ 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 Part 2 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 Part 2. In the event that the documentation furnished is at variance with the requirements of this RFP Part 2, the Contractor will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP Part 2 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 or University of 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 Part 2 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 the University of Nebraska System, the Network Nebraska/University of Nebraska Operations Center, noc@nebraska.edu or 1-888-638-6327 must be notified at least seven (7) 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 or University of Nebraska System 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, 2024, 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 Part 2. 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 Part 2 (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 Appendices 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 Appendices 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 ALL APPENDICES.

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

All Appendices 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. $TOTAL\ 48-MONTH\ COST = \sum [(MRC + Taxes/Fees) \times 48] + NRCs$

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

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

Entity	Bandwidth	Bidder 'A' NRC	Bidder 'A' MRC	Bidder 'A' Monthly Taxes/Fees	Bidder 'A' 48-month Cost
School X	100Mbps	\$1,000**	\$500	\$34.75	\$25,668.00
School X	200Mbps	\$0	\$600	\$41.70	\$30,801.60
School X	300Mbps	\$0	\$700	\$48.65	\$35,935.20
School X	400Mbps	\$5,000**	\$800	\$55.60	\$46,068.80
Total					\$139,473.60
BIDDER COMMENT: \$1,000 NRC will be applied if the customer purchases 100Mbps, 200Mbps, or 300Mbps. \$5,000 NRC will only be applied when the customer purchases 400Mbps.					

_____ Bidder has read and agrees to comply.

Form A
Contractor Proposal Point of Contact
Request for Proposal Number 6837 Z1 Part 2

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:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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 Part 2 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 #5 Terms and Conditions for High-Speed Transport Services for Network Nebraska RFPs 2020-2023 apply to this RFP Part 2.

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 Part 2.

_____ 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:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
PRINTED NAME & TITLE OF SIGNER:	

ADDENDUM TWO QUESTIONS and ANSWERS

Date: December 7, 2023

To: All Bidders

From: Dianna Gilliland/Kelly Thomas, Procurement Contract Officers
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal Number 6837 Z1 to be opened January 3, 2024,
at 2:00 P.M. Central Time

Questions and Answers

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

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.	Appendix C		Can you confirm the address listed in Appendix C for site 9? I don't see a street address listed, and am unable to pull Lat/Long coordinates.	Ministerial errors for the location of sites 7 & 8 have been corrected, site 9 has been removed. Refer to Appendix C – Revised.
2.	Section II(F)	11	The third paragraph of Section II(F) of the Request for Proposal for Contractual Services document, titled "Project Requirements" states, "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." Will the Nebraska consider including a contractor's Acceptable Use Policy, Privacy Policy, and/or Service Level Agreement?	The identified language was a ministerial error. RFP Section V.II., paragraph 3, Sentence 1 is hereby deleted and replaced with the following: The contractors may submit with their technical proposal any E-Rate, tax exemption, USF affidavit, or similar documents that the contractor wants incorporated into the Contract.
3.	Section I (C)	5	Given the scope of the RFP, and number of service locations, as well as the intervening holiday and New Year's season, will Nebraska extend the due date for bids by one month?	No.
4.	Section III(O)	22	The second paragraph of Section III(O) of the Master Agreement Revision #5, titled "Ownership of Information and Data/Deliverables" states, "The State shall own and hold exclusive title to any	Yes.

			<p>deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.”</p> <p>In the ordinary course of business for any of our customers, we use the same technologies, equipment, designs, specifications, and concepts to deliver our services as we will for Nebraska.</p> <p>Please confirm that the intent of this section from the Master Agreement is to only address the scenario in which contractor is asked to create unique and custom deliverables that are developed specifically for Nebraska pursuant to a custom statement of work, and it does not apply to technology, equipment, designs, specifications and concepts used by contractor in the ordinary course of its business for any customer.</p>	
5.	Section III(I)	20	<p>In Master Agreement Revision #5, the seventh paragraph of Section III(I) titled “Independent Contractor/Obligations” states, “If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.”</p> <p>There is a similar provision in the Request for Proposal for Contractual Services document at the end of Section II(L)(2) (titled “Contractor”). Do the references to subcontractors in these provisions refer to any subcontractors that contractor may use (such as subcontractors for trenching, boring, etc.), or does it only apply to subcontractors who are engaged to perform a portion of the telecom service itself (i.e., last mile providers/Type II providers)?</p>	Any subcontractor used by the contractor to provide service under the contract.

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

Line #	ENTITY NAME SITE NAME	SEEKING	Non-recurring Cost Internet	Monthly Recurring Cost	Monthly Taxes and Fees*	Total 48-month Cost
	Network Nebraska					
1	Network Nebraska - Nebraska Hall					
	Network Nebraska - Nebraska Hall	40000	NO BID	NO BID	NO BID	\$ -
	901 N 17th St	50000	NO BID	NO BID	NO BID	\$ -
	Lincoln, NE 68508	60000	NO BID	NO BID	NO BID	\$ -
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	100000	NO BID	NO BID	NO BID	\$ -
2	Network Nebraska - 1623 Farnam					
	1623 Farnam, LLC	20000	\$ -	\$ 2,842.00	\$ -	\$ 136,416.00
	1623 Farnam St	40000	\$ -	\$ 5,922.00	\$ -	\$ 284,256.00
	Omaha, NE 68102	50000	\$ -	\$ 7,106.00	\$ -	\$ 341,088.00
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	60000	\$ -	\$ 8,291.00	\$ -	\$ 397,968.00
		100000	\$ -	\$ 9,475.00	\$ -	\$ 454,800.00
3	Network Nebraska - PKI					
	University of Nebraska - Omaha - Pieter Kiewitt Institute	20000	\$ -	\$ 2,842.00	\$ -	\$ 136,416.00
	1110 S 67th St	40000	\$ -	\$ 5,922.00	\$ -	\$ 284,256.00
	Omaha, NE 68182	50000	\$ -	\$ 7,106.00	\$ -	\$ 341,088.00
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	60000	\$ -	\$ 8,291.00	\$ -	\$ 397,968.00
		100000	\$ -	\$ 9,476.00	\$ -	\$ 454,848.00
4	Network Nebraska - SDC					
	Scott Data Center	20000	\$ -	\$ 2,842.00	\$ -	\$ 136,416.00
	6805 Pine St	40000	\$ -	\$ 5,922.00	\$ -	\$ 284,256.00
	Omaha, NE 68106	50000	\$ -	\$ 7,106.00	\$ -	\$ 341,088.00
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	60000	\$ -	\$ 8,291.00	\$ -	\$ 397,968.00
		100000	\$ -	\$ 9,475.00	\$ -	\$ 454,800.00
5	Network Nebraska - STC					
	Scott Technology Center	20000	\$ -	\$ 2,842.00	\$ -	\$ 136,416.00
	6825 Pine St	40000	\$ -	\$ 5,922.00	\$ -	\$ 284,256.00
	Omaha, NE 68106	50000	\$ -	\$ 7,107.00	\$ -	\$ 341,136.00
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	60000	\$ -	\$ 8,291.00	\$ -	\$ 397,968.00
		100000	\$ -	\$ 9,476.00	\$ -	\$ 454,848.00

Line #	ENTITY NAME SITE NAME	SEEKING	Non-recurring Cost Internet	Monthly Recurring Cost	Monthly Taxes and Fees*	Total 48-month Cost
	University of Nebraska					
1	University of Nebraska - City Campus					
	University of Nebraska - Lincoln - Nebraska Hall	10000	NO BID	NO BID	NO BID	#VALUE!
	901 N 17th St, Room 230	20000	NO BID	NO BID	NO BID	#VALUE!
	Lincoln, NE 68508	40000	NO BID	NO BID	NO BID	#VALUE!
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	100000	NO BID	NO BID	NO BID	#VALUE!
2	University of Nebraska - East Campus					
	University of Nebraska - Lincoln - Hardin Hall	10000	NO BID	NO BID	NO BID	#VALUE!
	3310 Holdrege St, Room 007	20000	NO BID	NO BID	NO BID	#VALUE!
	Lincoln, NE 68503	40000	NO BID	NO BID	NO BID	#VALUE!
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	100000	NO BID	NO BID	NO BID	#VALUE!
3	University of Nebraska - Dinsdale Family Learning					
	University of Nebraska - Dinsdale Family Learning	10000	NO BID	NO BID	NO BID	#VALUE!
	1625 N 38th Street	20000	NO BID	NO BID	NO BID	#VALUE!
	Lincoln, NE 6583	40000	NO BID	NO BID	NO BID	#VALUE!
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	100000	NO BID	NO BID	NO BID	#VALUE!
4	University of Nebraska - Nebraska Public Media					
	University of Nebraska - Lincoln - Nebraska Public Media	10000	NO BID	NO BID	NO BID	#VALUE!
	1800 N 33rd St, B21	20000	NO BID	NO BID	NO BID	#VALUE!
	Lincoln, NE 68503	40000	NO BID	NO BID	NO BID	#VALUE!
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	100000	NO BID	NO BID	NO BID	#VALUE!
5	University of Nebraska - Varner Hall					
	University of Nebraska - Lincoln - Varner Hall	10000	NO BID	NO BID	NO BID	#VALUE!
	3835 Holdrege St, Room 118	20000	NO BID	NO BID	NO BID	#VALUE!
	Lincoln, NE 68503	40000	NO BID	NO BID	NO BID	#VALUE!
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	100000	NO BID	NO BID	NO BID	#VALUE!
6	University of Nebraska - NIC					
	University of Nebraska - Lincoln - Nebraska Innovation Campus	10000	NO BID	NO BID	NO BID	#VALUE!
	1702 Court St	20000	NO BID	NO BID	NO BID	#VALUE!
	Lincoln, NE 68588	40000	NO BID	NO BID	NO BID	#VALUE!
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	100000	NO BID	NO BID	NO BID	#VALUE!

Line #	ENTITY NAME SITE NAME	SEEKING	Non-recurring Cost Internet	Monthly Recurring Cost	Monthly Taxes and Fees*	Total 48-month Cost
	University of Nebraska					
7	University of Nebraska - Stadium					
	University of Nebraska - Lincoln - Memorial Stadium	10000	NO BID	NO BID	NO BID	#VALUE!
	One Memorial Stadium Drive, Room W603	20000	NO BID	NO BID	NO BID	#VALUE!
	Lincoln, NE 68588	40000	NO BID	NO BID	NO BID	#VALUE!
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	100000	NO BID	NO BID	NO BID	#VALUE!
8	University of Nebraska - 1623 Farnam					
	1623 Farnam, LLC	10000	\$ -	\$ 1,895.00	\$ -	\$ 90,960.00
	1110 S 67th St	20000	\$ -	\$ 2,842.00	\$ -	\$ 136,416.00
	Omaha, NE 68182	40000	\$ -	\$ 5,923.00	\$ -	\$ 284,304.00
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	100000	\$ -	\$ 9,476.00	\$ -	\$ 454,848.00
9	University of Nebraska - PKI					
	University of Nebraska - Omaha - Pieter Kiewitt Institute	10000	\$ -	\$ 1,895.00	\$ -	\$ 90,960.00
	1110 S 67th St	20000	\$ -	\$ 2,842.00	\$ -	\$ 136,416.00
	Omaha, NE 68182	40000	\$ -	\$ 5,922.00	\$ -	\$ 284,256.00
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	100000	\$ -	\$ 9,476.00	\$ -	\$ 454,848.00
10	University of Nebraska - Eppley Head End					
	University of Nebraska - Omaha - Eppley Administration Building	10000	\$ -	\$ 1,895.00	\$ -	\$ 90,960.00
	6001 S University Dr Rd N, EAB008	20000	\$ -	\$ 2,842.00	\$ -	\$ 136,416.00
	Omaha, NE 68132	40000	\$ -	\$ 5,922.00	\$ -	\$ 284,256.00
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	100000	\$ -	\$ 9,475.00	\$ -	\$ 454,800.00
11	University of Nebraska - SDC					
	Scott Data Center	10000	\$ -	\$ 1,895.00	\$ -	\$ 90,960.00
	6805 Pine St	20000	\$ -	\$ 2,842.00	\$ -	\$ 136,416.00
	Omaha, NE 68106	40000	\$ -	\$ 2,842.00	\$ -	\$ 136,416.00
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	100000	\$ -	\$ 9,476.00	\$ -	\$ 454,848.00
12	University of Nebraska - STC					
	Scott Technology Center	10000	\$ -	\$ 1,895.00	\$ -	\$ 90,960.00
	6825 Pine St	20000	\$ -	\$ 2,842.00	\$ -	\$ 136,416.00
	Omaha, NE 68106	40000	\$ -	\$ 5,922.00	\$ -	\$ 284,256.00
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	100000	\$ -	\$ 9,476.00	\$ -	\$ 454,848.00

Line #	ENTITY NAME SITE NAME	SEEKING	Non-recurring Cost Internet	Monthly Recurring Cost	Monthly Taxes and Fees*	Total 48-month Cost
	University of Nebraska					
13	University of Nebraska - TierPoint Data Center					
	TierPoint - Bellevue Data Center	10000	\$ -	\$ 1,895.00	\$ -	\$ 90,960.00
	1001 Fort Crook Rd N, Suite 6	20000	\$ -	\$ 2,842.00	\$ -	\$ 136,416.00
	Bellevue, NE 68005	40000	\$ -	\$ 5,922.00	\$ -	\$ 284,256.00
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	100000	\$ -	\$ 9,476.00	\$ -	\$ 454,848.00
14	University of Nebraska - Mitchell					
	University of Nebraska - Kearney - Calvin T. Ryan Library	10000	\$ -	\$ 1,895.00	\$ -	\$ 90,960.00
	2508 11th Ave, Room 001, Headend Room	20000	\$ -	\$ 2,842.00	\$ -	\$ 136,416.00
	Kearney, NE 68849	40000	\$ -	\$ 5,922.00	\$ -	\$ 284,256.00
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	100000	\$ -	\$ 9,476.00	\$ -	\$ 454,848.00
15	University of Nebraska - Kansas City					
	Level 3 Kansas City	10000	NO BID	NO BID	NO BID	#VALUE!
	1100 Walnut Street, 5th Floor, Rm 501	20000	NO BID	NO BID	NO BID	#VALUE!
	Kansas City, MO 64106	40000	NO BID	NO BID	NO BID	#VALUE!
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	100000	NO BID	NO BID	NO BID	#VALUE!
16	University of Nebraska - Denver					
	Level 3 Denver	10000	NO BID	NO BID	NO BID	#VALUE!
	1850 Pearl St	20000	NO BID	NO BID	NO BID	#VALUE!
	Denver, CO 80203	40000	NO BID	NO BID	NO BID	#VALUE!
	Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605	100000	NO BID	NO BID	NO BID	#VALUE!