

Spectrum Enterprise

Proposal for State Of Nebraska Department of Administrative Services, Office of The CIO

Solicitation#: 6837 Z1 Part 2

Proposal #1

Presented To:
Dianna Gilliland
Procurement Contracts Officer
1526 K Street, Suite 130
Lincoln, Nebraska 68508
dianna.gilliland@nebraska.gov

Presented By:
Collin Perry
Strategic Account Manager - Gov't/Ed
13545 Barrett Parkway Suite 200
Ballwin, Missouri 63021
(314)-330-4229
collin.perry@charter.com



Charter Communications Operating, LLC SPIN: 143050436

Spectrum
ENTERPRISE

Tuesday, January 30, 2024

Tuesday, January 30, 2024

Dianna Gilliland
Procurement Contracts Officer
1526 K Street, Suite 130
Lincoln, Nebraska 68508
dianna.gilliland@nebraska.gov

Re: Proposal #1

Dear Dianna:

Spectrum Enterprise¹ (“Spectrum”) offers this Proposal #1 for your consideration, highlighting the benefits of adding network solutions to your existing services. Our proposal demonstrates Spectrum’s ability to continue to provide innovative technology enhancements that will keep State of Nebraska Department of Administrative Services, Office of The CIO on the cutting edge.

As an existing Spectrum customer, State of Nebraska Department of Administrative Services, Office of The CIO will continue to enjoy best-in-class services and be in a better position to seamlessly integrate new services into your telecommunications inventory.

Growing our partnership ensures State of Nebraska Department of Administrative Services, Office of The CIO continues to benefit from a strong telecommunications foundation, and maximizes your ability to create new opportunities and drive innovation in your community.

This Proposal #1 addresses service locations to which Spectrum can provide services directly, without the use of a third-party service provider (such locations, “Type I Service Locations”). Spectrum’s separate Proposal #2 addresses service locations for which a third-party service provider is involved in the provision of Spectrum’s services (such locations, “Type II Service Locations”). Spectrum has structured its proposals in this manner so that Nebraska can accept Proposal #1, Proposal #2, or both.

Thank you for the opportunity to respond to your Request for Proposal (“RFP”). Collin Perry is leading Spectrum’s effort. Please do not hesitate to contact Collin at (314)-330-4229 or collin.perry@charter.com.

Sincerely,

DocuSigned by:

5E668EB99339472...

Nicholas Seelman
Vice President, Deal Capture and Compliance Management
Tuesday, January 30, 2024

¹ Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity submitting this proposal is Charter Communications Operating, LLC, a subsidiary of Charter Communications, Inc.

TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by State of Nebraska Department of Administrative Services, Office of The CIO (“Customer”) or otherwise be sufficient to create a binding contract between State Of Nebraska Department of Administrative Services, Office of The CIO and Spectrum. Such contract shall be deemed entered into once the parties execute the appropriate contract document(s).

Spectrum’s bid is based upon services being delivered under the terms of the State of Nebraska Request for Proposal For Contractual Services, Solicitation Number 6837 Z1 Part 2 with a Release Date of December 21, 2023, and State of Nebraska Master Agreement Revision #5 For High-Speed Transport Services For Network Nebraska RFPs 2020-2023 (including the documents referenced therein as forming part of the contract) (collectively, the Agreement).

In the event of a bid award to Spectrum by State of Nebraska Department of Administrative Services, Office of The CIO based on this proposal, if the full Agreement is not executed by the applicable Federal Communications Commission (“FCC”) submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related Universal Service Administrative Company (“USAC”) requirements, an agreement incorporating the terms of the Agreement, and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

SPECTRUM SERVICE PROPOSAL

Spectrum's proposal, including pricing, is subject to the following contingencies:

- ▶ Final engineering, design and site visits; and
- ▶ Acceptance of and entering into the Agreement, which shall govern the contractual relationship between the parties and the provision of the services under such contract.

The Appendixes E & F shall be deemed part of and incorporated into Spectrum's bid response, and is subject to Spectrum's terms, conditions, and qualifications stated herein.

Pricing is provided only for the sites shown in the Appendixes E & F. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required. Additional OTC's will be applicable in the event Customer requests BGP Services for Service Locations not included in Appendixes E and F.

Pricing shown in Appendixes E & F are exclusive of taxes, fees and surcharges. The MRCs and OTCs are subject to taxes, fees and surcharges as described in Master Service Agreement, Section II. M, titled "Prices." The MRC's for Spectrum's FIA Services in Appendixes E & F include Customer's choice of either 1 or 5 Static IPs.

E-Rate Funding Contingency

Customer may submit service orders and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in the service order. Notwithstanding anything herein to the contrary, Customer's obligations under the service order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding

amount, or is denied E-Rate program funding for any Service described in the service order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in the service order, that were installed prior to the E-Rate program funding year start date.

E-Rate Upgrade Path

For E-Rate eligible service locations, Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the order term of the service order, provided Spectrum is able to accommodate Customer's request. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and shall be responsible for the corresponding increase in MRCs for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous with the initial order term of the original service order if the parties agree upon appropriate MRCs and any OTCs to account for the decreased initial order term for such additional Services. For E-Rate eligible service locations, Customer shall have the option to upgrade Services for a service location to those higher speeds/bandwidths reflected in Spectrum's proposal. In accordance with E-Rate rules, the contract that Customer files with USAC shall contain the upgrade options available to Customer during the Order Term as set forth by Spectrum in this proposal.

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!**

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.

Acknowledged.

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.

Acknowledged.

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.materielpurchasing@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.

Acknowledged.

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. | <p>Electronic Proposal Opening</p> <p>Upload electronic submission via ShareFile, per emailed instructions received after signing Master Agreement Revision #5 Acceptance Page</p> <p>ShareFile link to upload Acceptance Page for Part 2: https://nebraska.sharefile.com/r-rb0c70184942240b3bca3c8c1a6b4d7b8</p> <p>IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES WITH ENOUGH AMOUNT OF TIME IN CASE OF USER ISSUE OR SOFTWARE ISSUE.</p> <p>Join Zoom Meeting</p> <p>https://us02web.zoom.us/j/85723901075?pwd=RGxNb0xkS0x0enlxSzdVbDREVjMzd09</p> <p>Meeting ID: 857 2390 1075 Passcode: 545618</p> <p>One tap mobile +12532158782,,85723901075#,,, *545618# US (Tacoma) +13462487799,,85723901075#,,, *545618# US (Houston)</p> <p>Dial by your location</p> <ul style="list-style-type: none"> • +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) <p>Meeting ID: 857 2390 1075 Passcode: 545618</p> <p>Find your local number: https://us02web.zoom.us/j/85723901075?pwd=RGxNb0xkS0x0enlxSzdVbDREVjMzd09</p> | 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 |

Acknowledged.

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.

Acknowledged.

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.

Acknowledged.

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 Intentions 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

Acknowledged.

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:

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.)

47 CFR § 54.511(b)

Providers of eligible services shall not charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the lowest corresponding price for supported services, unless the Federal Communications Commission, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory.

The Billed Entity Applicant Reimbursement (BEAR) FCC Form 472 is filed by the applicant and approved by the service provider after the applicant has paid for services in full. The Service Provider Invoice (SPI) FCC Form 474 is filed by the service provider after the applicant has been billed for the non-discount portion of the cost of eligible services. Note: An applicant may choose its method of invoicing; the service provider cannot force applicants to use a particular method.

As required by USAC policy, the contractor must retain documents from the bidding process through ten (10) years past the last date of service. Documents may be retained in electronic format or paper. The document list includes, but is not limited to, copies of bids, signed contracts, proof of service delivery, invoices, documentation of any service down time, and any other document retention required by the FCC. The Bidder shall provide the following information in response to this RFP and must provide prior to contract award.

Service Provider's Form 498 I.D. # (formerly SPIN): 143050436

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.

 X 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.

 X 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.

 X 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 transport service that will be able to meet the demands of the network participants. Bidders shall identify services that are a normal part of their offering without additional fees.

The State of Nebraska reserves the right to reject proposals that attempt to substitute the contractor's commercial contracts and/or SLA documents for the State's Master Agreement, or legal and/or technical terms of this RFP Part 2.

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

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

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

Bidder has read and agrees to comply.

G. TRANSITION REQUIREMENT

Upon award of replacement contract(s) to a new contractor in 2027, the awarded Contractor under this RFP 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 1Pv4 "/16" C1DR 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 1Pv6 C1DR 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 1RR 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 1Pv4 and 1Pv6 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 1Pv6-ready service is required. The ability to directly support native 1Pv6 traffic and BGP routing with full 1Pv6 routing table feeds is desired. Any service that requires the tunneling of 1Pv6 traffic through an 1Pv4 path will be considered only 1Pv6 ready. Any service not capable of routing 1Pv6 traffic will not be considered 1Pv6 ready. Any service that is not, at a minimum, 1Pv6 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
4. 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.
5. Performance metrics on contracted circuits must be provided to Network Nebraska staff within 24 hours of request.
6. 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.
7. 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.
8. 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.

X 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.

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.

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 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.

X Bidder has read and agrees to comply.

L. SERVICE LEVEL GUARANTEES

This network must support production applications that require a high degree of reliability and must operate with little or no service disruptions for twenty-four (24) hours a day, seven (7) days a week. Contractor(s) must provide solutions with the necessary redundancy, backup systems, and/or other disaster avoidance and recovery capabilities to support these needs. Contractor(s) must have the necessary staff for the installation and maintenance of their network responsibilities and necessary staff to assist the State in its installation and maintenance of critical network services. Upon request, the contractor will provide an explanation of any redundancy that is available as part of the site/service that will assure the required availability of the services. The following maintenance specifications are required service level guarantees. The Contractor will conform to these service level agreements, which are to include details concerning restoration procedures and goals, escalation procedures, and non-conformance penalties.

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

Installation Deadline: Failure to meet the deadline dates for the deliverables as agreed upon by the parties may result in an assessment of liquidated damages equal to the difference between newly contracted monthly costs and the cost of the circuit or service being replaced, if incurred, until the deliverables are approved.

Up Time Requirement: The contract expectation is for a service that, at a minimum, will meet or exceed required specifications 99.99% of the month, not to exceed a maximum of 4.32 minutes of unscheduled downtime/service non-compliance per calendar month. Any service not meeting contract specifications which includes violation of QoS parameters will incur a contract performance penalty per the following formula:

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

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

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

X Bidder has read and agrees to comply. Spectrum's understanding is that the latency requirement above is not applicable since it relates to Ethernet service, and this RFP is for fiber internet access.

M. MAINTENANCE SPECIFICATIONS

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

The contractor should have in inventory the necessary spare equipment capable of restoring service in the event of contractor equipment failure. Maintenance contracts specifying next-day replacement or longer will not be considered an acceptable substitute for carrying inventory of appropriate replacement equipment.

The Contractor must operate its own Network Operations Center(s) and provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven (7) days a week. The Contractor shall provide sufficient

staff for peak and critical hours. The Contractor shall provide Network Nebraska with a local and toll-free number for trouble reporting.

The Contractor must respond to trouble reports within one (1) hour of notification. The Contractor must also provide an escalation procedure and contact list to be used for unresolved issues, including names, titles and phone numbers of contact persons in the escalation chain. Major service-affecting problems that are not resolved within two (2) hours of time after the notification of trouble shall constitute a prolonged outage and must be escalated.

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

Bidder has read and agrees to comply.

N. IMPLEMENTATION PLAN

The Bidder may submit with its proposal response, but must provide by March 1, 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 (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, B, C, and D. 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, B, C, and D. The bid prices listed must include the cost of doing business as indicated below. Provide a cost number in the appropriate cell.

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.

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.

SOFTWARE, WARRANTY, AND MAINTENANCE COSTS

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

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).

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.

 X 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: | Charter Communications Operating, LLC |
| Contractor Address: | 13545 Barrett Parkway Suite 200 Ballwin MO 63021 |
| Contact Person & Title: | Collin Perry - SAM - Strategic AM Gov/Ed |
| E-mail Address: | collin.perry@charter.com |
| Telephone Number (Office): | (314)-330-4229 |
| 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: | Charter Communications Operating, LLC |
| Contractor Address: | 13545 Barrett Parkway Suite 200 Ballwin MO 63021 |
| Contact Person & Title: | Collin Perry - SAM - Strategic AM Gov/Ed |
| E-mail Address: | collin.perry@charter.com |
| Telephone Number (Office): | (314) 858-3037 |
| Telephone Number (Cellular): | (314) 330-4229 |
| Fax Number: | N/A |

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.

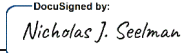
Per Nebraska’s Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

_____ 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: | Charter Communications Operating, LLC |
| COMPLETE ADDRESS: | 12405 Powerscourt Dr, St. Louis, MO 63131 |
| TELEPHONE NUMBER: | 314-858-3037 |
| FAX NUMBER: | N/A |
| DATE: | 1/25/2024 |
| SIGNATURE: |  |
| PRINTED NAME & TITLE OF SIGNER: | Nicholas Seelman Vice President, Deal Capture and Compliance Management |

Spectrum Enterprise

Proposal for State Of Nebraska Department of Administrative Services, Office of The CIO

Solicitation#: 6837 Z1 Part 2

Proposal #2

Presented To:
Dianna Gilliland
Procurement Contracts Officer
1526 K Street, Suite 130
Lincoln, Nebraska 68508
dianna.gilliland@nebraska.gov

Presented By:
Collin Perry
Strategic Account Manager - Gov't/Ed
13545 Barrett Parkway Suite 200
Ballwin, Missouri 63021
(314)-330-4229
collin.perry@charter.com



Charter Communications Operating, LLC SPIN: 143050436

Spectrum
ENTERPRISE

Dianna Gilliland
Procurement Contracts Officer
1526 K Street, Suite 130
Lincoln, Nebraska 68508
dianna.gilliland@nebraska.gov

Re: Proposal #2

Dear Dianna:

Spectrum Enterprise² (“Spectrum”) offers this Proposal #2 in accordance with Section I.K. of the State of Nebraska Master Agreement Revision #5, titled “Proposal Corrections and Multiple Proposals,” for your consideration for the sites specified in the attached pricing appendices. Spectrum’s Proposal #1 addresses service locations to which Spectrum can provide services directly, without the use of a third-party service provider (such locations, “Type I Service Locations”). This Proposal #2 addresses service locations for which a third-party service provider is involved in the provision of Spectrum’s services (such locations, “Type II Service Locations”). Spectrum has structured its proposals in this manner so that Nebraska can accept Proposal #1, Proposal #2, or both.

Thank you for the opportunity to respond to your Request for Proposal (“RFP”). Collin Perry is leading Spectrum’s effort. Please do not hesitate to contact Collin at (314)-330-4229 or collin.perry@charter.com.

Sincerely,

DocuSigned by:
Nicholas J. Seelman

5E668EB99339472...

Nicholas Seelman
Vice President, Deal Capture and Compliance Management

² Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity submitting this proposal is Charter Communications Operating, LLC, a subsidiary of Charter Communications, Inc.

TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by State of Nebraska Department of Administrative Services, Office of The CIO (“Customer”) or otherwise be sufficient to create a binding contract between State Of Nebraska Department of Administrative Services, Office of The CIO and Spectrum. Such contract shall be deemed entered into once the parties execute the appropriate contract document(s).

Spectrum’s bid is based upon services being delivered under the terms of the State of Nebraska Request for Proposal For Contractual Services, Solicitation Number 6837 Z1 Part 2 with a Release Date of December 21, 2023, and State of Nebraska Master Agreement Revision #5 For High-Speed Transport Services For Network Nebraska RFPs 2020-2023 (including the documents referenced therein as forming part of the contract), but subject to the limited qualifications identified in Spectrum’s proposal (collectively, the Agreement).

In the event of a bid award to Spectrum by State of Nebraska Department of Administrative Services, Office of The CIO based on this proposal, if the full Agreement is not executed by the applicable Federal Communications Commission (“FCC”) submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related Universal Service Administrative Company (“USAC”) requirements, an agreement incorporating the terms of the Agreement, and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

SPECTRUM SERVICE PROPOSAL

Spectrum's proposal, including pricing, is subject to the following contingencies:

- ▶ Final engineering, design and site visits; and
- ▶ Acceptance of and entering into the Agreement, which shall govern the contractual relationship between the parties and the provision of the services under such contract.

The Appendixes E & F shall be deemed part of and incorporated into Spectrum's bid response, and is subject to Spectrum's terms, conditions, and qualifications stated herein.

Pricing is provided only for the sites shown in the Appendixes E & F. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required. Additional OTC's will be applicable in the event Customer requests BGP Services for Service Locations not included in Appendixes E and F.

Pricing shown in Appendixes E & F are exclusive of taxes, fees and surcharges. The MRCs and OTCs are subject to taxes, fees and surcharges as described in Master Service Agreement, Section II. M, titled "Prices." The MRC's for Spectrum's FIA Services in Appendixes E & F include Customer's choice of either 1 or 5 Static IPs.

E-Rate Funding Contingency

Customer may submit service orders and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in the service order. Notwithstanding anything herein to the contrary, Customer's obligations under the service order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding

amount, or is denied E-Rate program funding for any Service described in the service order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in the service order, that were installed prior to the E-Rate program funding year start date.

E-Rate Upgrade Path

For E-Rate eligible service locations, Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the order term of the service order, provided Spectrum is able to accommodate Customer's request. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and shall be responsible for the corresponding increase in MRCs for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous with the initial order term of the original service order if the parties agree upon appropriate MRCs and any OTCs to account for the decreased initial order term for such additional Services. For E-Rate eligible service locations, Customer shall have the option to upgrade Services for a service location to those higher speeds/bandwidths reflected in Spectrum's proposal. In accordance with E-Rate rules, the contract that Customer files with USAC shall contain the upgrade options available to Customer during the Order Term as set forth by Spectrum in this proposal.

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!**

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.

Acknowledged.

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.

Acknowledged.

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.

Spectrum's bid is submitted subject to the limited qualifications identified in Spectrum's proposal.

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.materielpurchasing@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.

Acknowledged.

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. | <p>Electronic Proposal Opening</p> <p>Upload electronic submission via ShareFile, per emailed instructions received after signing Master Agreement Revision #5 Acceptance Page</p> <p>ShareFile link to upload Acceptance Page for Part 2: https://nebraska.sharefile.com/r-rb0c70184942240b3bca3c8c1a6b4d7b8</p> <p>IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES WITH ENOUGH AMOUNT OF TIME IN CASE OF USER ISSUE OR SOFTWARE ISSUE.</p> <p>Join Zoom Meeting</p> <p>https://us02web.zoom.us/j/85723901075?pwd=RGxNb0xkS0x0enlxSzdVbDREVjMzd09</p> <p>Meeting ID: 857 2390 1075 Passcode: 545618</p> <p>One tap mobile +12532158782,,85723901075#,,, *545618# US (Tacoma) +13462487799,,85723901075#,,, *545618# US (Houston)</p> <p>Dial by your location</p> <ul style="list-style-type: none"> • +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) <p>Meeting ID: 857 2390 1075 Passcode: 545618</p> <p>Find your local number: https://us02web.zoom.us/j/85723901075?pwd=RGxNb0xkS0x0enlxSzdVbDREVjMzd09</p> | 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 |

Acknowledged.

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.

Acknowledged.

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.

Spectrum's bid is submitted subject to the limited qualifications identified in Spectrum's proposal.

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

Acknowledged.

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:

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.)

47 CFR § 54.511(b)

Providers of eligible services shall not charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the lowest corresponding price for supported services, unless the Federal Communications Commission, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory.

The Billed Entity Applicant Reimbursement (BEAR) FCC Form 472 is filed by the applicant and approved by the service provider after the applicant has paid for services in full. The Service Provider Invoice (SPI) FCC Form 474 is filed by the service provider after the applicant has been billed for the non-discount portion of the cost of eligible services. Note: An applicant may choose its method of invoicing; the service provider cannot force applicants to use a particular method.

As required by USAC policy, the contractor must retain documents from the bidding process through ten (10) years past the last date of service. Documents may be retained in electronic format or paper. The document list includes, but is not limited to, copies of bids, signed contracts, proof of service delivery, invoices, documentation of any service down time, and any other document retention required by the FCC. The Bidder shall provide the following information in response to this RFP and must provide prior to contract award.

Service Provider's Form 498 I.D. # (formerly SPIN): 143050436

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.

 X 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.

 X Bidder has read and agrees to comply. Provided that Spectrum's bid is submitted subject to the limited qualifications identified in Spectrum's proposal.

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.

 X 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 transport service that will be able to meet the demands of the network participants. Bidders shall identify services that are a normal part of their offering without additional fees.

The State of Nebraska reserves the right to reject proposals that attempt to substitute the contractor's commercial

contracts and/or SLA documents for the State's Master Agreement, or legal and/or technical terms of this RFP Part 2.

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

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

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

Bidder has read and agrees to comply. Subject to the following: The Type II/off-net service locations (i.e., those that require a third party service provider as part of the provision of the Service) which are included in Spectrum's Proposal #2 may be subject to a different conversion/implementation schedule, to be discussed with the participating eligible entity, without incurring liquidated damages. Spectrum agrees to the other provisions in this section.

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 1Pv4 "/16" C1DR 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 1Pv6 C1DR 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 1RR 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 1Pv4 and 1Pv6 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 1Pv6-ready service is required. The ability to directly support native 1Pv6 traffic and BGP routing with full 1Pv6 routing table feeds is desired. Any service that requires the tunneling of 1Pv6 traffic through an 1Pv4 path will be considered only 1Pv6 ready. Any service not capable of routing 1Pv6 traffic will not be considered 1Pv6 ready. Any service that is not, at a minimum, 1Pv6 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
4. 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.
5. Performance metrics on contracted circuits must be provided to Network Nebraska staff within 24 hours of request.
6. 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.
7. The provided connection must be tested to prove performance before it will be considered complete and usable. Testing according to 1TU-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.
8. 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.

X 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.

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.

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 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.

X Bidder has read and agrees to comply.

L. SERVICE LEVEL GUARANTEES

This network must support production applications that require a high degree of reliability and must operate with little or no service disruptions for twenty-four (24) hours a day, seven (7) days a week. Contractor(s) must provide solutions with the necessary redundancy, backup systems, and/or other disaster avoidance and recovery capabilities to support these needs. Contractor(s) must have the necessary staff for the installation and maintenance of their network responsibilities and necessary staff to assist the State in its installation and maintenance of critical network services. Upon request, the contractor will provide an explanation of any redundancy that is available as part of the site/service that will assure the required availability of the services. The following maintenance specifications are required service level guarantees. The Contractor will conform to these service level agreements, which are to include details concerning restoration procedures and goals, escalation procedures, and non-conformance penalties.

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

Installation Deadline: Failure to meet the deadline dates for the deliverables as agreed upon by the parties may result in an assessment of liquidated damages equal to the difference between newly contracted monthly costs and the cost of the circuit or service being replaced, if incurred, until the deliverables are approved.

Up Time Requirement: The contract expectation is for a service that, at a minimum, will meet or exceed required specifications 99.99% of the month, not to exceed a maximum of 4.32 minutes of unscheduled downtime/service non-compliance per calendar month. Any service not meeting contract specifications which includes violation of QoS parameters will incur a contract performance penalty per the following formula:

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

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

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

X Bidder has read and agrees to comply. Subject to the following: Spectrum’s understanding is that the latency requirement above is not applicable since it relates to Ethernet service, and this RFP is for fiber internet access.

M. MAINTENANCE SPECIFICATIONS

When planned network maintenance activities are conducted by the Contractor which entails the risk of interrupting or diminishing service to Network Nebraska or its participants, the Network Nebraska Operations Center, noc@nebraska.edu or 1-888-638-6327 must be notified at least three (3) business days in advance of the

maintenance planned. Additionally, the contractor must agree to work with the Network Nebraska Participants to find an alternate date and time of maintenance, if the proposed time would be particularly detrimental to Network Nebraska Participant needs. Mutually agreed upon maintenance activities are not considered a service violation and will not incur a service penalty.

The contractor should have in inventory the necessary spare equipment capable of restoring service in the event of contractor equipment failure. Maintenance contracts specifying next-day replacement or longer will not be considered an acceptable substitute for carrying inventory of appropriate replacement equipment.

The Contractor must operate its own Network Operations Center(s) and provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven (7) days a week. The Contractor shall provide sufficient staff for peak and critical hours. The Contractor shall provide Network Nebraska with a local and toll-free number for trouble reporting.

The Contractor must respond to trouble reports within one (1) hour of notification. The Contractor must also provide an escalation procedure and contact list to be used for unresolved issues, including names, titles and phone numbers of contact persons in the escalation chain. Major service-affecting problems that are not resolved within two (2) hours of time after the notification of trouble shall constitute a prolonged outage and must be escalated.

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

 X 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.

 X 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.

 X 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.

 X Bidder has read and agrees to comply.

Q. CERTIFICATION

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

 X 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, B, C, and D. 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, B, C, and D. The bid prices listed must include the cost of doing business as indicated below. Provide a cost number in the appropriate cell.

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.

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.

SOFTWARE, WARRANTY, AND MAINTENANCE COSTS

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

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).

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. | | | | | |

 X 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: | Charter Communications Operating, LLC |
| Contractor Address: | 13545 Barrett Parkway Suite 200 Ballwin MO 63021 |
| Contact Person & Title: | Collin Perry - SAM - Strategic AM Gov/Ed |
| E-mail Address: | collin.perry@charter.com |
| Telephone Number (Office): | (314)-330-4229 |
| 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: | Charter Communications Operating, LLC |
| Contractor Address: | 13545 Barrett Parkway Suite 200 Ballwin MO 63021 |
| Contact Person & Title: | Collin Perry - SAM - Strategic AM Gov/Ed |
| E-mail Address: | collin.perry@charter.com |
| Telephone Number (Office): | (314) 858-3037 |
| Telephone Number (Cellular): | (314) 330-4229 |
| Fax Number: | N/A |

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.

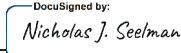
Per Nebraska’s Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

_____ 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: | Charter Communications Operating, LLC |
| COMPLETE ADDRESS: | 12405 Powerscourt Dr, St. Louis, MO 63131 |
| TELEPHONE NUMBER: | 314-858-3037 |
| FAX NUMBER: | N/A |
| DATE: | 1/25/2024 |
| SIGNATURE: |  |
| PRINTED NAME & TITLE OF SIGNER: | Nicholas Seelman Vice President, Deal Capture and Compliance Management |

| 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 | \$ 250.00 | \$5,500.00 | | \$264,000.00 |
| | 901 N 17th St | 50000 | \$ 250.00 | \$6,300.00 | | \$302,400.00 |
| | Lincoln, NE 68508 | 60000 | \$ 250.00 | \$7,225.00 | | \$346,800.00 |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 100000 | \$ 250.00 | \$10,000.00 | | \$480,000.00 |
| 2 | Network Nebraska - 1623 Farnam | | | | | |
| | 1623 Farnam, LLC | 20000 | | | | \$ - |
| | 1623 Farnam St | 40000 | | | | \$ - |
| | Omaha, NE 68102 | 50000 | | | | \$ - |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 60000 | | | | \$ - |
| | | 100000 | | | | \$ - |
| 3 | Network Nebraska - PKI | | | | | |
| | University of Nebraska - Omaha - Pieter Kiewitt Institute | 20000 | | | | \$ - |
| | 1110 S 67th St | 40000 | | | | \$ - |
| | Omaha, NE 68182 | 50000 | | | | \$ - |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 60000 | | | | \$ - |
| | | 100000 | | | | \$ - |
| 4 | Network Nebraska - SDC | | | | | |
| | Scott Data Center | 20000 | | | | \$ - |
| | 6805 Pine St | 40000 | | | | \$ - |
| | Omaha, NE 68106 | 50000 | | | | \$ - |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 60000 | | | | \$ - |
| | | 100000 | | | | \$ - |
| 5 | Network Nebraska - STC | | | | | |
| | Scott Technology Center | 20000 | | | | \$ - |
| | 6825 Pine St | 40000 | | | | \$ - |
| | Omaha, NE 68106 | 50000 | | | | \$ - |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 60000 | | | | \$ - |
| | | 100000 | | | | \$ - |

This Appendix E shall be deemed part of and incorporated into Spectrum’s bid response to which it relates, and is subject to Spectrum’s terms, conditions, qualifications and ex

| 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 | \$ 250.00 | \$2,400.00 | | \$ 115,450.00 |
| | 901 N 17th St, Room 230 | 20000 | \$ 250.00 | \$3,600.00 | | \$ 173,050.00 |
| | Lincoln, NE 68508 | 40000 | \$ 250.00 | \$5,500.00 | | \$ 264,250.00 |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 100000 | \$ 250.00 | \$10,000.00 | | \$ 480,250.00 |
| 2 | University of Nebraska - East Campus | | | | | |
| | University of Nebraska - Lincoln - Hardin Hall | 10000 | \$ 250.00 | \$2,400.00 | | \$ 115,450.00 |
| | 3310 Holdrege St, Room 007 | 20000 | \$ 250.00 | \$3,600.00 | | \$ 173,050.00 |
| | Lincoln, NE 68503 | 40000 | \$ 250.00 | \$5,500.00 | | \$ 264,250.00 |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 100000 | \$ 250.00 | \$10,000.00 | | \$ 480,250.00 |
| 3 | University of Nebraska - Dinsdale Family Learning | | | | | |
| | University of Nebraska - Dinsdale Family Learning | 10000 | \$ 250.00 | \$2,400.00 | | \$ 115,450.00 |
| | 1625 N 38th Street | 20000 | \$ 250.00 | \$3,600.00 | | \$ 173,050.00 |
| | Lincoln, NE 6583 | 40000 | \$ 250.00 | \$5,500.00 | | \$ 264,250.00 |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 100000 | \$ 250.00 | \$10,000.00 | | \$ 480,250.00 |
| 4 | University of Nebraska - Nebraska Public Media | | | | | |
| | University of Nebraska - Lincoln - Nebraska Public Media | 10000 | \$ 250.00 | \$2,400.00 | | \$ 115,450.00 |
| | 1800 N 33rd St, B21 | 20000 | \$ 250.00 | \$3,600.00 | | \$ 173,050.00 |
| | Lincoln, NE 68503 | 40000 | \$ 250.00 | \$5,500.00 | | \$ 264,250.00 |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 100000 | \$ 250.00 | \$10,000.00 | | \$ 480,250.00 |
| 5 | University of Nebraska - Varner Hall | | | | | |
| | University of Nebraska - Lincoln - Varner Hall | 10000 | \$ 250.00 | \$2,400.00 | | \$ 115,450.00 |
| | 3835 Holdrege St, Room 118 | 20000 | \$ 250.00 | \$3,600.00 | | \$ 173,050.00 |
| | Lincoln, NE 68503 | 40000 | \$ 250.00 | \$5,500.00 | | \$ 264,250.00 |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 100000 | \$ 250.00 | \$10,000.00 | | \$ 480,250.00 |
| 6 | University of Nebraska - NIC | | | | | |
| | University of Nebraska - Lincoln - Nebraska Innovation Campus | 10000 | \$ 250.00 | \$2,400.00 | | \$ 115,450.00 |
| | 1702 Court St | 20000 | \$ 250.00 | \$3,600.00 | | \$ 173,050.00 |
| | Lincoln, NE 68588 | 40000 | \$ 250.00 | \$5,500.00 | | \$ 264,250.00 |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 100000 | \$ 250.00 | \$10,000.00 | | \$ 480,250.00 |

| Line # | ENTITY NAME SITE NAME | SEEKING | Non-recurring Cost Internet | Monthly Recurring Cost | Monthly Taxes and Fees* | Total 48-month Cost |
|-----------|---|---------|--------------------------------|---------------------------|----------------------------|------------------------|
| | University of Nebraska | | | | | |
| 7 | University of Nebraska - Stadium | | | | | |
| | University of Nebraska - Lincoln - Memorial Stadium | 10000 | \$ 250.00 | \$2,400.00 | | \$ 115,450.00 |
| | One Memorial Stadium Drive, Room W603 | 20000 | \$ 250.00 | \$3,600.00 | | \$ 173,050.00 |
| | Lincoln, NE 68588 | 40000 | \$ 250.00 | \$5,500.00 | | \$ 264,250.00 |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 100000 | \$ 250.00 | \$10,000.00 | | \$ 480,250.00 |
| 8 | University of Nebraska - 1623 Farnam | | | | | |
| | 1623 Farnam, LLC | 10000 | | | | \$ - |
| | 1110 S 67th St | 20000 | | | | \$ - |
| | Omaha, NE 68182 | 40000 | | | | \$ - |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 100000 | | | | \$ - |
| 9 | University of Nebraska - PKI | | | | | |
| | University of Nebraska - Omaha - Pieter Kiewitt Institute | 10000 | | | | \$ - |
| | 1110 S 67th St | 20000 | | | | \$ - |
| | Omaha, NE 68182 | 40000 | | | | \$ - |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 100000 | | | | \$ - |
| 10 | University of Nebraska - Eppley Head End | | | | | |
| | University of Nebraska - Omaha - Eppley Administration Building | 10000 | | | | \$ - |
| | 6001 S University Dr Rd N, EAB008 | 20000 | | | | \$ - |
| | Omaha, NE 68132 | 40000 | | | | \$ - |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 100000 | | | | \$ - |
| 11 | University of Nebraska - SDC | | | | | |
| | Scott Data Center | 10000 | | | | \$ - |
| | 6805 Pine St | 20000 | | | | \$ - |
| | Omaha, NE 68106 | 40000 | | | | \$ - |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 100000 | | | | \$ - |
| 12 | University of Nebraska - STC | | | | | |
| | Scott Technology Center | 10000 | | | | \$ - |
| | 6825 Pine St | 20000 | | | | \$ - |
| | Omaha, NE 68106 | 40000 | | | | \$ - |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 100000 | | | | \$ - |

Bidder Name: _____

| 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 | | | | \$ - |
| | 1001 Fort Crook Rd N, Suite 6 | 20000 | | | | \$ - |
| | Bellevue, NE 68005 | 40000 | | | | \$ - |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 100000 | | | | \$ - |
| 14 | University of Nebraska - Mitchell | | | | | |
| | University of Nebraska - Kearney - Calvin T. Ryan Library | 10000 | \$ 250.00 | \$2,400.00 | | \$ 115,450.00 |
| | 2508 11th Ave, Room 001, Headend Room | 20000 | \$ 250.00 | \$3,600.00 | | \$ 173,050.00 |
| | Kearney, NE 68849 | 40000 | \$ 250.00 | \$5,500.00 | | \$ 264,250.00 |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 100000 | \$ 250.00 | \$10,000.00 | | \$ 480,250.00 |
| 15 | University of Nebraska - Kansas City | | | | | |
| | Level 3 Kansas City | 10000 | \$ 250.00 | \$2,700.00 | | \$ 129,850.00 |
| | 1100 Walnut Street, 5th Floor, Rm 501 | 20000 | \$ 250.00 | \$3,900.00 | | \$ 187,450.00 |
| | Kansas City, MO 64106 | 40000 | \$ 250.00 | \$5,800.00 | | \$ 278,650.00 |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 100000 | \$ 250.00 | \$10,300.00 | | \$ 494,650.00 |
| 16 | University of Nebraska - Denver | | | | | |
| | Level 3 Denver | 10000 | \$ 250.00 | \$2,700.00 | | \$ 129,850.00 |
| | 1850 Pearl St | 20000 | \$ 250.00 | \$3,900.00 | | \$ 187,450.00 |
| | Denver, CO 80203 | 40000 | \$ 250.00 | \$5,800.00 | | \$ 278,650.00 |
| | Contact: Greg Gray, ggray@nebraska.edu, 402-472-7605 | 100000 | \$ 250.00 | \$10,300.00 | | \$ 494,650.00 |