

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**70994 04**

PAGE 1 of 10	ORDER DATE 06/10/20
BUSINESS UNIT 65060022	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 2097063	
VENDOR ADDRESS:  EAGLE COMMUNICATIONS INC 2703 HALL ST STE 15 PO BOX 817 HAYS KS 67601-0817	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

**JULY 1, 2020 THROUGH JUNE 30, 2021**

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5153 Z1

Contract to supply and deliver High Speed Transport Services for participants of Network Nebraska-Education to the State of Nebraska as per the attached specifications for the period July 1, 2020 through June 30, 2021. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Daniel E. Staack  
Phone: 402-942-3728  
Cell: 402-942-3728  
Fax: 402-835-4227  
E-Mail: dstaack@eaglecom.net

This is the first renewal of the contract as amended. (6/10/20 sc)

## EAGLE TABLE OF CONTENTS

Line Description  
1-78 ESU 7 WAN Connections for K-12 customers  
79-144 UNL County Extension WAN Connections

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	ESU 7 FULLERTON HS NON RECURRING COST 40 TO 200	1.0000	EA	0.0000	0.00
2	ESU 7 FULLERTON HS 40MBPS TO LINCOLN OR G I	60.0000	MO	394.0000	23,640.00
3	ESU 7 FULLERTON HS 50MBPS TO LINCOLN OR G I	60.0000	MO	456.0000	27,360.00
4	ESU 7 FULLERTON HS 100MBPS TO LINCOLN OR G I	60.0000	MO	801.0000	48,060.00
5	ESU 7 FULLERTON HS	60.0000	MO	902.0000	54,120.00

*[Signature]*  
BUYER  
*[Signature]*  
MATERIEL ADMINISTRATOR  
6/10/2020

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PAGE 2 of 10	ORDER DATE 06/10/20
BUSINESS UNIT 65060022	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 2097063	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	150MBPS TO LINCOLN OR G I				
6	ESU 7 FULLERTON HS 200MBPS TO LINCOLN OR G I	60.0000	MO	1,002.0000	60,120.00
7	ESU 7 HIGH PLAINS HS NON RECURRING COST 100 TO 1000	1.0000	EA	0.0000	0.00
8	ESU 7 HIGH PLAINS HS 100MBPS TO LINCOLN	60.0000	MO	801.0000	48,060.00
9	ESU 7 HIGH PLAINS HS 200MBPS TO LINCOLN	60.0000	MO	1,002.0000	60,120.00
10	ESU 7 HIGH PLAINS HS 300MBPS TO LINCOLN	60.0000	MO	1,208.0000	72,480.00
11	ESU 7 HIGH PLAINS HS 400MBPS TO LINCOLN	60.0000	MO	1,404.0000	84,240.00
12	ESU 7 HIGH PLAINS HS 500MBPS TO LINCOLN	60.0000	MO	1,525.0000	91,500.00
13	ESU 7 HIGH PLAINS HS 600MBPS TO LINCOLN	60.0000	MO	1,675.0000	100,500.00
14	ESU 7 HIGH PLAINS HS 700MBPS TO LINCOLN	60.0000	MO	1,820.0000	109,200.00
15	ESU 7 HIGH PLAINS HS 800MBPS TO LINCOLN	60.0000	MO	1,955.0000	117,300.00
16	ESU 7 HIGH PLAINS HS 900MBPS TO LINCOLN	60.0000	MO	2,105.0000	126,300.00
17	ESU 7 HIGH PLAINS HS 1000MBPS TO LINCOLN	60.0000	MO	2,240.0000	134,400.00
18	ESU 7 HUMPHREY HS NON RECURRING COST 40 TO 200	1.0000	EA	0.0000	0.00
19	ESU 7 HUMPHREY HS 40MBPS TO LINCOLN	60.0000	MO	394.0000	23,640.00
20	ESU 7 HUMPHREY HS 50MBPS TO LINCOLN	60.0000	MO	456.0000	27,360.00
21	ESU 7 HUMPHREY HS	60.0000	MO	801.0000	48,060.00

  
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PAGE 3 of 10	ORDER DATE 06/10/20
BUSINESS UNIT 65060022	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 2097063	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	100MBPS TO LINCOLN				
22	ESU 7 HUMPHREY HS 150MBPS TO LINCOLN	60.0000	MO	902.0000	54,120.00
23	ESU 7 HUMPHREY HS 200MBPS TO LINCOLN	60.0000	MO	1,002.0000	60,120.00
24	ESU 7 LAKEVIEW HS NON RECURRING COST 100 TO 1000	1.0000	EA	0.0000	0.00
25	ESU 7 LAKEVIEW HS 100MBPS TO LINCOLN	60.0000	MO	601.0000	36,060.00
26	ESU 7 LAKEVIEW HS 200MBPS TO LINCOLN	60.0000	MO	802.0000	48,120.00
27	ESU 7 LAKEVIEW HS 300MBPS TO LINCOLN	60.0000	MO	1,008.0000	60,480.00
28	ESU 7 LAKEVIEW HS 400MBPS TO LINCOLN	60.0000	MO	1,204.0000	72,240.00
29	ESU 7 LAKEVIEW HS 500MBPS TO LINCOLN	60.0000	MO	1,325.0000	79,500.00
30	ESU 7 LAKEVIEW HS 600MBPS TO LINCOLN	60.0000	MO	1,475.0000	88,500.00
31	ESU 7 LAKEVIEW HS 700MBPS TO LINCOLN	60.0000	MO	1,620.0000	97,200.00
32	ESU 7 LAKEVIEW HS 800MBPS TO LINCOLN	60.0000	MO	1,755.0000	105,300.00
33	ESU 7 LAKEVIEW HS 900MBPS TO LINCOLN	60.0000	MO	1,905.0000	114,300.00
34	ESU 7 LAKEVIEW HS 1000MBPS TO LINCOLN	60.0000	MO	2,040.0000	122,400.00
35	ESU 7 LAKEVIEW ELEM NON RECURRING COST 40MBPS	1.0000	EA	4,000.0000	4,000.00
36	ESU 7 LAKEVIEW ELEM 40MBPS TO LINCOLN	60.0000	MO	394.0000	23,640.00
37	ESU 7 LAKEVIEW ELEM	1.0000	EA	3,000.0000	3,000.00

  
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PAGE 4 of 10	ORDER DATE 06/10/20
BUSINESS UNIT 65060022	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 2097063	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	NON RECURRING COST 50MBPS				
38	ESU 7 LAKEVIEW ELEM 50MBPS TO LINCOLN	60.0000	MO	456.0000	27,360.00
39	ESU 7 LAKEVIEW ELEM NON RECURRING COST 100 TO 200	1.0000	EA	0.0000	0.00
40	ESU 7 LAKEVIEW ELEM 100MBPS TO LINCOLN	60.0000	MO	801.0000	48,060.00
41	ESU 7 LAKEVIEW ELEM 150MBPS TO LINCOLN	60.0000	MO	902.0000	54,120.00
42	ESU 7 LAKEVIEW ELEM 200MBPS TO LINCOLN	60.0000	MO	1,002.0000	60,120.00
43	ESU 7 PALMER HS NON RECURRING COST 40 TO 200	1.0000	EA	0.0000	0.00
44	ESU 7 PALMER HS 40MBPS TO LINCOLN OR G I	60.0000	MO	394.0000	23,640.00
45	ESU 7 PALMER HS 50MBPS TO LINCOLN OR G I	60.0000	MO	456.0000	27,360.00
46	ESU 7 PALMER HS 100MBPS TO LINCOLN OR G I	60.0000	MO	801.0000	48,060.00
47	ESU 7 PALMER HS 150MBPS TO LINCOLN OR G I	60.0000	MO	902.0000	54,120.00
48	ESU 7 PALMER HS 200MBPS TO LINCOLN OR G I	60.0000	MO	1,002.0000	60,120.00
49	ESU 7 SCHUYLER HS NON RECURRING COST 100 TO 1000	1.0000	EA	0.0000	0.00
50	ESU 7 SCHUYLER HS 100MBPS TO LINCOLN	60.0000	MO	801.0000	48,060.00
51	ESU 7 SCHUYLER HS 200MBPS TO LINCOLN	60.0000	MO	1,002.0000	60,120.00
52	ESU 7 SCHUYLER HS 300MBPS TO LINCOLN	60.0000	MO	1,208.0000	72,480.00
53	ESU 7 SCHUYLER HS	60.0000	MO	1,404.0000	84,240.00

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BUSINESS UNIT 65060022	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 2097063	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	400MBPS TO LINCOLN				
54	ESU 7 SCHUYLER HS 500MBPS TO LINCOLN	60.0000	MO	1,525.0000	91,500.00
55	ESU 7 SCHUYLER HS 600MBPS TO LINCOLN	60.0000	MO	1,635.0000	98,100.00
56	ESU 7 SCHUYLER HS 700MBPS TO LINCOLN	60.0000	MO	1,780.0000	106,800.00
57	ESU 7 SCHUYLER HS 800MBPS TO LINCOLN	60.0000	MO	1,915.0000	114,900.00
58	ESU 7 SCHUYLER HS 900MBPS TO LINCOLN	60.0000	MO	2,065.0000	123,900.00
59	ESU 7 SCHUYLER HS 1000MBPS TO LINCOLN	60.0000	MO	2,200.0000	132,000.00
60	ESU 7 TWIN RIVER HS NON RECURRING COST 100 TO 1000	1.0000	EA	0.0000	0.00
61	ESU 7 TWIN RIVER HS 100MBPS TO LINCOLN	60.0000	MO	801.0000	48,060.00
62	ESU 7 TWIN RIVER HS 200MBPS TO LINCOLN	60.0000	MO	1,002.0000	60,120.00
63	ESU 7 TWIN RIVER HS 300MBPS TO LINCOLN	60.0000	MO	1,208.0000	72,480.00
64	ESU 7 TWIN RIVER HS 400MBPS TO LINCOLN	60.0000	MO	1,404.0000	84,240.00
65	ESU 7 TWIN RIVER HS 500MBPS TO LINCOLN	60.0000	MO	1,525.0000	91,500.00
66	ESU 7 TWIN RIVER HS 600MBPS TO LINCOLN	60.0000	MO	1,675.0000	100,500.00
67	ESU 7 TWIN RIVER HS 700MBPS TO LINCOLN	60.0000	MO	1,820.0000	109,200.00
68	ESU 7 TWIN RIVER HS 800MBPS TO LINCOLN	60.0000	MO	1,955.0000	117,300.00
69	ESU 7 TWIN RIVER HS	60.0000	MO	2,105.0000	126,300.00

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BUSINESS UNIT 65060022	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 2097063	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	900MBPS TO LINCOLN				
70	ESU 7 TWIN RIVER HS 1000MBPS TO LINCOLN	60.0000	MO	2,240.0000	134,400.00
71	ESU 7 TWIN RIVER ELEM NON RECURRING COST 40MBPS	1.0000	EA	4,500.0000	4,500.00
72	ESU 7 TWIN RIVER ELEM 40MBPS TO LINCOLN	60.0000	MO	394.0000	23,640.00
73	ESU 7 TWIN RIVER ELEM NON RECURRING COST 50MBPS	1.0000	EA	3,500.0000	3,500.00
74	ESU 7 TWIN RIVER ELEM 50MBPS TO LINCOLN	60.0000	MO	456.0000	27,360.00
75	ESU 7 TWIN RIVER ELEM NON RECURRING COST 100 TO 200	1.0000	EA	0.0000	0.00
76	ESU 7 TWIN RIVER ELEM 100MBPS TO LINCOLN	60.0000	MO	801.0000	48,060.00
77	ESU 7 TWIN RIVER ELEM 150MBPS TO LINCOLN	60.0000	MO	902.0000	54,120.00
78	ESU 7 TWIN RIVER ELEM 200MBPS TO LINCOLN	60.0000	MO	1,002.0000	60,120.00
79	UNL BOONE CO ALBION NON RECURRING COST 6 TO 20	1.0000	EA	0.0000	0.00
80	UNL BOONE CO ALBION 6MBPS TO LINCOLN OR G I	60.0000	MO	215.0000	12,900.00
81	UNL BOONE CO ALBION 8MBPS TO LINCOLN OR G I	60.0000	MO	235.0000	14,100.00
82	UNL BOONE CO ALBION 10MBPS TO LINCOLN OR G I	60.0000	MO	245.0000	14,700.00
83	UNL BOONE CO ALBION 12MBPS TO LINCOLN OR G I	60.0000	MO	250.0000	15,000.00
84	UNL BOONE CO ALBION 14MBPS TO LINCOLN OR G I	60.0000	MO	255.0000	15,300.00
85	UNL BOONE CO ALBION	60.0000	MO	260.0000	15,600.00

  
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VENDOR NUMBER: 2097063	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	16MBPS TO LINCOLN OR G I				
86	UNL BOONE CO ALBION 18MBPS TO LINCOLN OR G I	60.0000	MO	265.0000	15,900.00
87	UNL BOONE CO ALBION 20MBPS TO LINCOLN OR G I	60.0000	MO	270.0000	16,200.00
88	UNL HARLAN CO ALMA NON RECURRING COST 2 TO 20	1.0000	EA	2,008.0000	2,008.00
89	UNL HARLAN CO ALMA 2MBPS TO LINCOLN OR G I	60.0000	MO	109.0000	6,540.00
90	UNL HARLAN CO ALMA 3MBPS TO LINCOLN OR G I	60.0000	MO	149.0000	8,940.00
91	UNL HARLAN CO ALMA 4MBPS TO LINCOLN OR G I	60.0000	MO	182.0000	10,920.00
92	UNL HARLAN CO ALMA 5MBPS TO LINCOLN OR G I	60.0000	MO	209.0000	12,540.00
93	UNL HARLAN CO ALMA 7.5MBPS TO LINCOLN OR G I	60.0000	MO	252.0000	15,120.00
94	UNL HARLAN CO ALMA 10MBPS TO LINCOLN OR G I	60.0000	MO	276.0000	16,560.00
95	UNL HARLAN CO ALMA 12MBPS TO LINCOLN OR G I	60.0000	MO	287.0000	17,220.00
96	UNL HARLAN CO ALMA 15MBPS TO LINCOLN OR G I	60.0000	MO	304.0000	18,240.00
97	UNL HARLAN CO ALMA 20MBPS TO LINCOLN OR G I	60.0000	MO	332.0000	19,920.00
98	UNL HOMESTEAD SCHUYLER NON RECURRING COST 2 TO 20	1.0000	EA	7,608.0000	7,608.00
99	UNL HOMESTEAD SCHUYLER 2MBPS TO LINCOLN OR G I	60.0000	MO	102.0000	6,120.00
100	UNL HOMESTEAD SCHUYLER 3MBPS TO LINCOLN OR G I	60.0000	MO	140.0000	8,400.00
101	UNL HOMESTEAD SCHUYLER	60.0000	MO	170.0000	10,200.00

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PAGE 8 of 10	ORDER DATE 06/10/20
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VENDOR NUMBER: 2097063	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	4MBPS TO LINCOLN OR G I				
102	UNL HOMESTEAD SCHUYLER 5MBPS TO LINCOLN OR G I	60.0000	MO	193.0000	11,580.00
103	UNL HOMESTEAD SCHUYLER 7.5MBPS TO LINCOLN OR G I	60.0000	MO	231.0000	13,860.00
104	UNL HOMESTEAD SCHUYLER 10MBPS TO LINCOLN OR G I	60.0000	MO	245.0000	14,700.00
105	UNL HOMESTEAD SCHUYLER 12MBPS TO LINCOLN OR G I	60.0000	MO	250.0000	15,000.00
106	UNL HOMESTEAD SCHUYLER 15MBPS TO LINCOLN OR G I	60.0000	MO	256.0000	15,360.00
107	UNL HOMESTEAD SCHUYLER 20MBPS TO LINCOLN OR G I	60.0000	MO	270.0000	16,200.00
108	UNL MERRICK CO CENTRAL CITY NON RECURRING COST 10 TO 75	1.0000	EA	0.0000	0.00
109	UNL MERRICK CO CENTRAL CITY 10MBPS TO LINCOLN OR G I	60.0000	MO	246.0000	14,760.00
110	UNL MERRICK CO CENTRAL CITY 15MBPS TO LINCOLN OR G I	60.0000	MO	259.0000	15,540.00
111	UNL MERRICK CO CENTRAL CITY 20MBPS TO LINCOLN OR G I	60.0000	MO	272.0000	16,320.00
112	UNL MERRICK CO CENTRAL CITY 25MBPS TO LINCOLN OR G I	60.0000	MO	309.0000	18,540.00
113	UNL MERRICK CO CENTRAL CITY 30MBPS TO LINCOLN OR G I	60.0000	MO	333.0000	19,980.00
114	UNL MERRICK CO CENTRAL CITY 40MBPS TO LINCOLN OR G I	60.0000	MO	394.0000	23,640.00
115	UNL MERRICK CO CENTRAL CITY 50MBPS TO LINCOLN OR G I	60.0000	MO	456.0000	27,360.00
116	UNL MERRICK CO CENTRAL CITY 75MBPS TO LINCOLN OR G I	60.0000	MO	608.0000	36,480.00
117	UNL NANCE CO FULLERTON	1.0000	EA	14,500.0000	14,500.00

  
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PAGE 9 of 10	ORDER DATE 06/10/20
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VENDOR NUMBER: 2097063	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	NON RECURRING COST 6 TO 20				
118	UNL NANCE CO FULLERTON 6MBPS TO LINCOLN OR G I	60.0000	MO	213.0000	12,780.00
119	UNL NANCE CO FULLERTON 8MBPS TO LINCOLN OR G I	60.0000	MO	236.0000	14,160.00
120	UNL NANCE CO FULLERTON 10MBPS TO LINCOLN OR G I	60.0000	MO	246.0000	14,760.00
121	UNL NANCE CO FULLERTON 12MBPS TO LINCOLN OR G I	60.0000	MO	251.0000	15,060.00
122	UNL NANCE CO FULLERTON 14MBPS TO LINCOLN OR G I	60.0000	MO	257.0000	15,420.00
123	UNL NANCE CO FULLERTON 16MBPS TO LINCOLN OR G I	60.0000	MO	262.0000	15,720.00
124	UNL NANCE CO FULLERTON 18MBPS TO LINCOLN OR G I	60.0000	MO	268.0000	16,080.00
125	UNL NANCE CO FULLERTON 20MBPS TO LINCOLN OR G I	60.0000	MO	272.0000	16,320.00
126	UNL PLATTE CO COLUMBUS NON RECURRING COST 10 TO 75	1.0000	EA	0.0000	0.00
127	UNL PLATTE CO COLUMBUS 10MBPS TO LINCOLN OR G I	60.0000	MO	140.0000	8,400.00
128	UNL PLATTE CO COLUMBUS 15MBPS TO LINCOLN OR G I	60.0000	MO	155.0000	9,300.00
129	UNL PLATTE CO COLUMBUS 20MBPS TO LINCOLN OR G I	60.0000	MO	170.0000	10,200.00
130	UNL PLATTE CO COLUMBUS 25MBPS TO LINCOLN OR G I	60.0000	MO	200.0000	12,000.00
131	UNL PLATTE CO COLUMBUS 30MBPS TO LINCOLN OR G I	60.0000	MO	235.0000	14,100.00
132	UNL PLATTE CO COLUMBUS 40MBPS TO LINCOLN OR G I	60.0000	MO	265.0000	15,900.00
133	UNL PLATTE CO COLUMBUS	60.0000	MO	290.0000	17,400.00

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VENDOR NUMBER: 2097063	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	50MBPS TO LINCOLN OR G I				
134	UNL PLATTE CO COLUMBUS 75MBPS TO LINCOLN OR G I	60.0000	MO	370.0000	22,200.00
135	UNL POLK CO OSCEOLA NON RECURRING COST 2 TO 20	1.0000	EA	7,275.0000	7,275.00
136	UNL POLK CO OSCEOLA 2MBPS TO LINCOLN OR G I	60.0000	MO	102.0000	6,120.00
137	UNL POLK CO OSCEOLA 3MBPS TO LINCOLN OR G I	60.0000	MO	140.0000	8,400.00
138	UNL POLK CO OSCEOLA 4MBPS TO LINCOLN OR G I	60.0000	MO	170.0000	10,200.00
139	UNL POLK CO OSCEOLA 5MBPS TO LINCOLN OR G I	60.0000	MO	193.0000	11,580.00
140	UNL POLK CO OSCEOLA 7.5MBPS TO LINCOLN OR G I	60.0000	MO	232.0000	13,920.00
141	UNL POLK CO OSCEOLA 10MBPS TO LINCOLN OR G I	60.0000	MO	245.0000	14,700.00
142	UNL POLK CO OSCEOLA 12MBPS TO LINCOLN OR G I	60.0000	MO	250.0000	15,000.00
143	UNL POLK CO OSCEOLA 15MBPS TO LINCOLN OR G I	60.0000	MO	256.0000	15,360.00
144	UNL POLK CO OSCEOLA 20MBPS TO LINCOLN OR G I	60.0000	MO	270.0000	16,200.00
<b>Total Order</b>					<b>5,628,311.00</b>

  
BUYER INITIALS



Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

CONTRACT RENEWAL

May 8, 2020

Daniel E. Staack
Eagle Communications Inc
2703 Hall St
PO Box 817
Hays, KS 67601-0817

RE: Contract Number 70994 O4, High Speed Transport Services

Dear Mr. Staack:

The above named contract for providing High Speed Transport Services to the State of Nebraska, expires June 30, 2020.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional one (1) year period, i.e. July 1, 2020 through June 30, 2021.

If this is agreeable with Eagle Communications Inc, please sign and return as soon as possible, keeping one (1) copy for your files.

Sincerely,

Dianna Gilliland

Dianna Gilliland, Buyer
State Purchasing Bureau

Eagle Communications is agreeable to the renewal of 70994 O4 for High Speed Transport Services July 1, 2020 through June 30, 2021.

Signature Daniel E Staack
Digitally signed by Daniel E Staack
DN: cn=Daniel E Staack, o=Eagle Broadband, ou, email=dstaack@goeaglecom.net, c=US
Date: 2020.05.11 08:35:01 -05'00'

Title Broadband Executive

Date 05-11-2020

Doug Carlson, Materiel Administrator

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130 OFFICE 402-471-6500
Lincoln, Nebraska 68508 FAX 402-471-2089

das.nebraska.org

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**CONTRACT NUMBER**  
**70994 O4**

PAGE 1 of 10	ORDER DATE 03/29/16
BUSINESS UNIT 65060022	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 2097063	
VENDOR ADDRESS:  EAGLE COMMUNICATIONS INC 2703 HALL ST PO BOX 817 HAYS KS 67601-0817	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

**MARCH 29, 2016 THROUGH JUNE 30, 2020**

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5153 Z1

Contract to supply and deliver High speed transport services for participants of Network Nebraska-Education to the State of Nebraska as per the attached specifications for the period March 29, 2016 through June 30, 2020. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Daniel E. Staack  
Phone: 402-942-3728  
Cell: 402-942-3728  
Fax: 402-835-4227  
E-Mail: dstaack@eaglecom.net

(03/29/16 djo)

## EAGLE TABLE OF CONTENTS

Line Description  
1-78 ESU 7 WAN Connections for K-12 customers  
79-144 UNL County Extension WAN Connections

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	ESU 7 FULLERTON HS NON RECURRING COST 40 TO 200	1.0000	EA	0.0000	0.00
2	ESU 7 FULLERTON HS 40MBPS TO LINCOLN OR G I	48.0000	MO	394.0000	18,912.00
3	ESU 7 FULLERTON HS 50MBPS TO LINCOLN OR G I	48.0000	MO	456.0000	21,888.00
4	ESU 7 FULLERTON HS 100MBPS TO LINCOLN OR G I	48.0000	MO	801.0000	38,448.00
5	ESU 7 FULLERTON HS	48.0000	MO	902.0000	43,296.00

4/9/16  
A/C  
Robert Thompson  
BUYER  
MATERIEL ADMINISTRATOR  
4-1-16

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 2 of 10	ORDER DATE 03/29/16
BUSINESS UNIT 65060022	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 2097063	

**CONTRACT NUMBER**  
**70994 04**

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	150MBPS TO LINCOLN OR G I				
6	ESU 7 FULLERTON HS 200MBPS TO LINCOLN OR G I	48.0000	MO	1,002.0000	48,096.00
7	ESU 7 HIGH PLAINS HS NON RECURRING COST 100 TO 1000	1.0000	EA	0.0000	0.00
8	ESU 7 HIGH PLAINS HS 100MBPS TO LINCOLN	48.0000	MO	801.0000	38,448.00
9	ESU 7 HIGH PLAINS HS 200MBPS TO LINCOLN	48.0000	MO	1,002.0000	48,096.00
10	ESU 7 HIGH PLAINS HS 300MBPS TO LINCOLN	48.0000	MO	1,208.0000	57,984.00
11	ESU 7 HIGH PLAINS HS 400MBPS TO LINCOLN	48.0000	MO	1,404.0000	67,392.00
12	ESU 7 HIGH PLAINS HS 500MBPS TO LINCOLN	48.0000	MO	1,525.0000	73,200.00
13	ESU 7 HIGH PLAINS HS 600MBPS TO LINCOLN	48.0000	MO	1,675.0000	80,400.00
14	ESU 7 HIGH PLAINS HS 700MBPS TO LINCOLN	48.0000	MO	1,820.0000	87,360.00
15	ESU 7 HIGH PLAINS HS 800MBPS TO LINCOLN	48.0000	MO	1,955.0000	93,840.00
16	ESU 7 HIGH PLAINS HS 900MBPS TO LINCOLN	48.0000	MO	2,105.0000	101,040.00
17	ESU 7 HIGH PLAINS HS 1000MBPS TO LINCOLN	48.0000	MO	2,240.0000	107,520.00
18	ESU 7 HUMPHREY HS NON RECURRING COST 40 TO 200	1.0000	EA	0.0000	0.00
19	ESU 7 HUMPHREY HS 40MBPS TO LINCOLN	48.0000	MO	394.0000	18,912.00
20	ESU 7 HUMPHREY HS 50MBPS TO LINCOLN	48.0000	MO	456.0000	21,888.00
21	ESU 7 HUMPHREY HS	48.0000	MO	801.0000	38,448.00

  
BUYER INITIALS

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PAGE 3 of 10	ORDER DATE 03/29/16
BUSINESS UNIT 65060022	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 2097063	

**CONTRACT NUMBER**  
**70994 04**

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	100MBPS TO LINCOLN				
22	ESU 7 HUMPHREY HS 150MBPS TO LINCOLN	48.0000	MO	902.0000	43,296.00
23	ESU 7 HUMPHREY HS 200MBPS TO LINCOLN	48.0000	MO	1,002.0000	48,096.00
24	ESU 7 LAKEVIEW HS NON RECURRING COST 100 TO 1000	1.0000	EA	0.0000	0.00
25	ESU 7 LAKEVIEW HS 100MBPS TO LINCOLN	48.0000	MO	601.0000	28,848.00
26	ESU 7 LAKEVIEW HS 200MBPS TO LINCOLN	48.0000	MO	802.0000	38,496.00
27	ESU 7 LAKEVIEW HS 300MBPS TO LINCOLN	48.0000	MO	1,008.0000	48,384.00
28	ESU 7 LAKEVIEW HS 400MBPS TO LINCOLN	48.0000	MO	1,204.0000	57,792.00
29	ESU 7 LAKEVIEW HS 500MBPS TO LINCOLN	48.0000	MO	1,325.0000	63,600.00
30	ESU 7 LAKEVIEW HS 600MBPS TO LINCOLN	48.0000	MO	1,475.0000	70,800.00
31	ESU 7 LAKEVIEW HS 700MBPS TO LINCOLN	48.0000	MO	1,620.0000	77,760.00
32	ESU 7 LAKEVIEW HS 800MBPS TO LINCOLN	48.0000	MO	1,755.0000	84,240.00
33	ESU 7 LAKEVIEW HS 900MBPS TO LINCOLN	48.0000	MO	1,905.0000	91,440.00
34	ESU 7 LAKEVIEW HS 1000MBPS TO LINCOLN	48.0000	MO	2,040.0000	97,920.00
35	ESU 7 LAKEVIEW ELEM NON RECURRING COST 40MBPS	1.0000	EA	4,000.0000	4,000.00
36	ESU 7 LAKEVIEW ELEM 40MBPS TO LINCOLN	48.0000	MO	394.0000	18,912.00
37	ESU 7 LAKEVIEW ELEM	1.0000	EA	3,000.0000	3,000.00

*RT*  
BUYER INITIALS

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**CONTRACT NUMBER**  
**70994 04**

PAGE 4 of 10	ORDER DATE 03/29/16
BUSINESS UNIT 65060022	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 2097063	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	NON RECURRING COST 50MBPS				
38	ESU 7 LAKEVIEW ELEM 50MBPS TO LINCOLN	48.0000	MO	456.0000	21,888.00
39	ESU 7 LAKEVIEW ELEM NON RECURRING COST 100 TO 200	1.0000	EA	0.0000	0.00
40	ESU 7 LAKEVIEW ELEM 100MBPS TO LINCOLN	48.0000	MO	801.0000	38,448.00
41	ESU 7 LAKEVIEW ELEM 150MBPS TO LINCOLN	48.0000	MO	902.0000	43,296.00
42	ESU 7 LAKEVIEW ELEM 200MBPS TO LINCOLN	48.0000	MO	1,002.0000	48,096.00
43	ESU 7 PALMER HS NON RECURRING COST 40 TO 200	1.0000	EA	0.0000	0.00
44	ESU 7 PALMER HS 40MBPS TO LINCOLN OR G I	48.0000	MO	394.0000	18,912.00
45	ESU 7 PALMER HS 50MBPS TO LINCOLN OR G I	48.0000	MO	456.0000	21,888.00
46	ESU 7 PALMER HS 100MBPS TO LINCOLN OR G I	48.0000	MO	801.0000	38,448.00
47	ESU 7 PALMER HS 150MBPS TO LINCOLN OR G I	48.0000	MO	902.0000	43,296.00
48	ESU 7 PALMER HS 200MBPS TO LINCOLN OR G I	48.0000	MO	1,002.0000	48,096.00
49	ESU 7 SCHUYLER HS NON RECURRING COST 100 TO 1000	1.0000	EA	0.0000	0.00
50	ESU 7 SCHUYLER HS 100MBPS TO LINCOLN	48.0000	MO	801.0000	38,448.00
51	ESU 7 SCHUYLER HS 200MBPS TO LINCOLN	48.0000	MO	1,002.0000	48,096.00
52	ESU 7 SCHUYLER HS 300MBPS TO LINCOLN	48.0000	MO	1,208.0000	57,984.00
53	ESU 7 SCHUYLER HS	48.0000	MO	1,404.0000	67,392.00

  
**BUYER INITIALS**

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
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Lincoln, Nebraska 68508

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**CONTRACT NUMBER**  
**70994 O4**

PAGE 5 of 10	ORDER DATE 03/29/16
BUSINESS UNIT 65060022	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 2097063	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	400MBPS TO LINCOLN				
54	ESU 7 SCHUYLER HS 500MBPS TO LINCOLN	48.0000	MO	1,525.0000	73,200.00
55	ESU 7 SCHUYLER HS 600MBPS TO LINCOLN	48.0000	MO	1,635.0000	78,480.00
56	ESU 7 SCHUYLER HS 700MBPS TO LINCOLN	48.0000	MO	1,780.0000	85,440.00
57	ESU 7 SCHUYLER HS 800MBPS TO LINCOLN	48.0000	MO	1,915.0000	91,920.00
58	ESU 7 SCHUYLER HS 900MBPS TO LINCOLN	48.0000	MO	2,065.0000	99,120.00
59	ESU 7 SCHUYLER HS 1000MBPS TO LINCOLN	48.0000	MO	2,200.0000	105,600.00
60	ESU 7 TWIN RIVER HS NON RECURRING COST 100 TO 1000	1.0000	EA	0.0000	0.00
61	ESU 7 TWIN RIVER HS 100MBPS TO LINCOLN	48.0000	MO	801.0000	38,448.00
62	ESU 7 TWIN RIVER HS 200MBPS TO LINCOLN	48.0000	MO	1,002.0000	48,096.00
63	ESU 7 TWIN RIVER HS 300MBPS TO LINCOLN	48.0000	MO	1,208.0000	57,984.00
64	ESU 7 TWIN RIVER HS 400MBPS TO LINCOLN	48.0000	MO	1,404.0000	67,392.00
65	ESU 7 TWIN RIVER HS 500MBPS TO LINCOLN	48.0000	MO	1,525.0000	73,200.00
66	ESU 7 TWIN RIVER HS 600MBPS TO LINCOLN	48.0000	MO	1,675.0000	80,400.00
67	ESU 7 TWIN RIVER HS 700MBPS TO LINCOLN	48.0000	MO	1,820.0000	87,360.00
68	ESU 7 TWIN RIVER HS 800MBPS TO LINCOLN	48.0000	MO	1,955.0000	93,840.00
69	ESU 7 TWIN RIVER HS	48.0000	MO	2,105.0000	101,040.00

  
BUYER INITIALS

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

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**CONTRACT NUMBER**  
**70994 04**

PAGE 6 of 10	ORDER DATE 03/29/16
BUSINESS UNIT 65060022	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 2097063	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	900MBPS TO LINCOLN				
70	ESU 7 TWIN RIVER HS 1000MBPS TO LINCOLN	48.0000	MO	2,240.0000	107,520.00
71	ESU 7 TWIN RIVER ELEM NON RECURRING COST 40MBPS	1.0000	EA	4,500.0000	4,500.00
72	ESU 7 TWIN RIVER ELEM 40MBPS TO LINCOLN	48.0000	MO	394.0000	18,912.00
73	ESU 7 TWIN RIVER ELEM NON RECURRING COST 50MBPS	1.0000	EA	3,500.0000	3,500.00
74	ESU 7 TWIN RIVER ELEM 50MBPS TO LINCOLN	48.0000	MO	456.0000	21,888.00
75	ESU 7 TWIN RIVER ELEM NON RECURRING COST 100 TO 200	1.0000	EA	0.0000	0.00
76	ESU 7 TWIN RIVER ELEM 100MBPS TO LINCOLN	48.0000	MO	801.0000	38,448.00
77	ESU 7 TWIN RIVER ELEM 150MBPS TO LINCOLN	48.0000	MO	902.0000	43,296.00
78	ESU 7 TWIN RIVER ELEM 200MBPS TO LINCOLN	48.0000	MO	1,002.0000	48,096.00
79	UNL BOONE CO ALBION NON RECURRING COST 6 TO 20	1.0000	EA	0.0000	0.00
80	UNL BOONE CO ALBION 6MBPS TO LINCOLN OR G I	48.0000	MO	215.0000	10,320.00
81	UNL BOONE CO ALBION 8MBPS TO LINCOLN OR G I	48.0000	MO	235.0000	11,280.00
82	UNL BOONE CO ALBION 10MBPS TO LINCOLN OR G I	48.0000	MO	245.0000	11,760.00
83	UNL BOONE CO ALBION 12MBPS TO LINCOLN OR G I	48.0000	MO	250.0000	12,000.00
84	UNL BOONE CO ALBION 14MBPS TO LINCOLN OR G I	48.0000	MO	255.0000	12,240.00
85	UNL BOONE CO ALBION	48.0000	MO	260.0000	12,480.00

  
BUYER INITIALS

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PAGE 7 of 10	ORDER DATE 03/29/16
BUSINESS UNIT 65060022	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 2097063	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	16MBPS TO LINCOLN OR G I				
86	UNL BOONE CO ALBION 18MBPS TO LINCOLN OR G I	48.0000	MO	265.0000	12,720.00
87	UNL BOONE CO ALBION 20MBPS TO LINCOLN OR G I	48.0000	MO	270.0000	12,960.00
88	UNL HARLAN CO ALMA NON RECURRING COST 2 TO 20	1.0000	EA	2,008.0000	2,008.00
89	UNL HARLAN CO ALMA 2MBPS TO LINCOLN OR G I	48.0000	MO	109.0000	5,232.00
90	UNL HARLAN CO ALMA 3MBPS TO LINCOLN OR G I	48.0000	MO	149.0000	7,152.00
91	UNL HARLAN CO ALMA 4MBPS TO LINCOLN OR G I	48.0000	MO	182.0000	8,736.00
92	UNL HARLAN CO ALMA 5MBPS TO LINCOLN OR G I	48.0000	MO	209.0000	10,032.00
93	UNL HARLAN CO ALMA 7.5MBPS TO LINCOLN OR G I	48.0000	MO	252.0000	12,096.00
94	UNL HARLAN CO ALMA 10MBPS TO LINCOLN OR G I	48.0000	MO	276.0000	13,248.00
95	UNL HARLAN CO ALMA 12MBPS TO LINCOLN OR G I	48.0000	MO	287.0000	13,776.00
96	UNL HARLAN CO ALMA 15MBPS TO LINCOLN OR G I	48.0000	MO	304.0000	14,592.00
97	UNL HARLAN CO ALMA 20MBPS TO LINCOLN OR G I	48.0000	MO	332.0000	15,936.00
98	UNL HOMESTEAD SCHUYLER NON RECURRING COST 2 TO 20	1.0000	EA	7,608.0000	7,608.00
99	UNL HOMESTEAD SCHUYLER 2MBPS TO LINCOLN OR G I	48.0000	MO	102.0000	4,896.00
100	UNL HOMESTEAD SCHUYLER 3MBPS TO LINCOLN OR G I	48.0000	MO	140.0000	6,720.00
101	UNL HOMESTEAD SCHUYLER	48.0000	MO	170.0000	8,160.00

  
BUYER INITIALS

# STATE OF NEBRASKA SERVICE CONTRACT AWARD


State Purchasing Bureau  
1526 K Street, Suite 130  
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**CONTRACT NUMBER**  
**70994 04**

PAGE 8 of 10	ORDER DATE 03/29/16
BUSINESS UNIT 65060022	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 2097063	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	4MBPS TO LINCOLN OR G I				
102	UNL HOMESTEAD SCHUYLER 5MBPS TO LINCOLN OR G I	48.0000	MO	193.0000	9,264.00
103	UNL HOMESTEAD SCHUYLER 7.5MBPS TO LINCOLN OR G I	48.0000	MO	231.0000	11,088.00
104	UNL HOMESTEAD SCHUYLER 10MBPS TO LINCOLN OR G I	48.0000	MO	245.0000	11,760.00
105	UNL HOMESTEAD SCHUYLER 12MBPS TO LINCOLN OR G I	48.0000	MO	250.0000	12,000.00
106	UNL HOMESTEAD SCHUYLER 15MBPS TO LINCOLN OR G I	48.0000	MO	256.0000	12,288.00
107	UNL HOMESTEAD SCHUYLER 20MBPS TO LINCOLN OR G I	48.0000	MO	270.0000	12,960.00
108	UNL MERRICK CO CENTRAL CITY NON RECURRING COST 10 TO 75	1.0000	EA	0.0000	0.00
109	UNL MERRICK CO CENTRAL CITY 10MBPS TO LINCOLN OR G I	48.0000	MO	246.0000	11,808.00
110	UNL MERRICK CO CENTRAL CITY 15MBPS TO LINCOLN OR G I	48.0000	MO	259.0000	12,432.00
111	UNL MERRICK CO CENTRAL CITY 20MBPS TO LINCOLN OR G I	48.0000	MO	272.0000	13,056.00
112	UNL MERRICK CO CENTRAL CITY 25MBPS TO LINCOLN OR G I	48.0000	MO	309.0000	14,832.00
113	UNL MERRICK CO CENTRAL CITY 30MBPS TO LINCOLN OR G I	48.0000	MO	333.0000	15,984.00
114	UNL MERRICK CO CENTRAL CITY 40MBPS TO LINCOLN OR G I	48.0000	MO	394.0000	18,912.00
115	UNL MERRICK CO CENTRAL CITY 50MBPS TO LINCOLN OR G I	48.0000	MO	456.0000	21,888.00
116	UNL MERRICK CO CENTRAL CITY 75MBPS TO LINCOLN OR G I	48.0000	MO	608.0000	29,184.00
117	UNL NANCE CO FULLERTON	1.0000	EA	14,500.0000	14,500.00

  
BUYER INITIALS

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

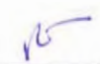
State Purchasing Bureau  
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**CONTRACT NUMBER**  
**70994 04**

PAGE 9 of 10	ORDER DATE 03/29/16
BUSINESS UNIT 65060022	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 2097063	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	NON RECURRING COST 6 TO 20				
118	UNL NANCE CO FULLERTON 6MBPS TO LINCOLN OR G I	48.0000	MO	213.0000	10,224.00
119	UNL NANCE CO FULLERTON 8MBPS TO LINCOLN OR G I	48.0000	MO	236.0000	11,328.00
120	UNL NANCE CO FULLERTON 10MBPS TO LINCOLN OR G I	48.0000	MO	246.0000	11,808.00
121	UNL NANCE CO FULLERTON 12MBPS TO LINCOLN OR G I	48.0000	MO	251.0000	12,048.00
122	UNL NANCE CO FULLERTON 14MBPS TO LINCOLN OR G I	48.0000	MO	257.0000	12,336.00
123	UNL NANCE CO FULLERTON 16MBPS TO LINCOLN OR G I	48.0000	MO	262.0000	12,576.00
124	UNL NANCE CO FULLERTON 18MBPS TO LINCOLN OR G I	48.0000	MO	268.0000	12,864.00
125	UNL NANCE CO FULLERTON 20MBPS TO LINCOLN OR G I	48.0000	MO	272.0000	13,056.00
126	UNL PLATTE CO COLUMBUS NON RECURRING COST 10 TO 75	1.0000	EA	0.0000	0.00
127	UNL PLATTE CO COLUMBUS 10MBPS TO LINCOLN OR G I	48.0000	MO	140.0000	6,720.00
128	UNL PLATTE CO COLUMBUS 15MBPS TO LINCOLN OR G I	48.0000	MO	155.0000	7,440.00
129	UNL PLATTE CO COLUMBUS 20MBPS TO LINCOLN OR G I	48.0000	MO	170.0000	8,160.00
130	UNL PLATTE CO COLUMBUS 25MBPS TO LINCOLN OR G I	48.0000	MO	200.0000	9,600.00
131	UNL PLATTE CO COLUMBUS 30MBPS TO LINCOLN OR G I	48.0000	MO	235.0000	11,280.00
132	UNL PLATTE CO COLUMBUS 40MBPS TO LINCOLN OR G I	48.0000	MO	265.0000	12,720.00
133	UNL PLATTE CO COLUMBUS	48.0000	MO	290.0000	13,920.00

  
BUYER INITIALS

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PAGE 10 of 10	ORDER DATE 03/29/16
BUSINESS UNIT 65060022	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 2097063	

**CONTRACT NUMBER**  
**70994 04**

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	50MBPS TO LINCOLN OR G I				
134	UNL PLATTE CO COLUMBUS 75MBPS TO LINCOLN OR G I	48.0000	MO	370.0000	17,760.00
135	UNL POLK CO OSCEOLA NON RECURRING COST 2 TO 20	1.0000	EA	7,275.0000	7,275.00
136	UNL POLK CO OSCEOLA 2MBPS TO LINCOLN OR G I	48.0000	MO	102.0000	4,896.00
137	UNL POLK CO OSCEOLA 3MBPS TO LINCOLN OR G I	48.0000	MO	140.0000	6,720.00
138	UNL POLK CO OSCEOLA 4MBPS TO LINCOLN OR G I	48.0000	MO	170.0000	8,160.00
139	UNL POLK CO OSCEOLA 5MBPS TO LINCOLN OR G I	48.0000	MO	193.0000	9,264.00
140	UNL POLK CO OSCEOLA 7.5MBPS TO LINCOLN OR G I	48.0000	MO	232.0000	11,136.00
141	UNL POLK CO OSCEOLA 10MBPS TO LINCOLN OR G I	48.0000	MO	245.0000	11,760.00
142	UNL POLK CO OSCEOLA 12MBPS TO LINCOLN OR G I	48.0000	MO	250.0000	12,000.00
143	UNL POLK CO OSCEOLA 15MBPS TO LINCOLN OR G I	48.0000	MO	256.0000	12,288.00
144	UNL POLK CO OSCEOLA 20MBPS TO LINCOLN OR G I	48.0000	MO	270.0000	12,960.00
<b>Total Order</b>					<b>4,511,928.00</b>

BUYER INITIALS

**For public information purposes only; not part of contract.**

**Request for Proposal Number 5153 Z1  
Contract Number 70 O4  
Proposal Opening: December 18, 2015**

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

Eagle Communications, Inc

1. None

In accordance with Federal U.S. Copyright Law Title 17 U.S.C. Section 101 et seq., Title 18 U.S.C. 2319, the following material(s) has not been included due to them being copyrighted.

Eagle Communications, Inc

1. None

**Form A**

**Bidder Contact Sheet**

**Request for Proposal Number 5153Z1**

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Preparation of Response Contact Information	
Bidder Name:	Eagle Communications
Bidder Address:	2703 Hall Street Suite 13 Hays, KS 67601
Contact Person & Title:	Daniel E. Staack
E-mail Address:	dstaack@eaglecom.net
Telephone Number (Office):	402-942-3728
Telephone Number (Cellular):	402-942-3728
Fax Number:	402-835-4227

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

Communication with the State Contact Information	
Bidder Name:	Eagle Communications
Bidder Address:	2703 Hall Street Suite 13 Hays, KS 67601
Contact Person & Title:	Daniel E. Staack
E-mail Address:	dstaack@eaglecom.net
Telephone Number (Office):	402-942-3728
Telephone Number (Cellular):	402-942-3728
Fax Number:	402-835-4227

Form B

Notification of Intent to Attend Pre-Proposal Conference

Request for Proposal Number 5153Z1

Bidder Name:	Eagle Communications
Bidder Address:	2703 Hall Street Suite 13 Hays, KS 67601
Contact Person:	Daniel E. Staack
E-mail Address:	<a href="mailto:dstaack@eaglecom.net">dstaack@eaglecom.net</a>
Telephone Number:	402-942-3728
Fax Number:	402-942-3728
Number of Attendees (in person):	1
Number of Attendees (via video conferencing) Request for Videoconferencing must indicate public site request. State of Nebraska will make the arrangements.	0

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via e-mail ([as.materiel purchasing@nebraska.gov](mailto:as.materiel purchasing@nebraska.gov)), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.

or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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.

**DES NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

\_\_\_\_ I hereby certify that I am a **Resident disabled veteran or business located in a designated enterprise zone** in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: Eagle Communications, Inc.

COMPLETE ADDRESS: 2703 Hall Street Suite 13

TELEPHONE NUMBER: 785-625-4000 FAX NUMBER: 785-625-8030

SIGNATURE:  DATE: 12-17-2015

TYPED NAME & TITLE OF SIGNER: Daniel E. Staack – Senior Broadband Executive

# STATE OF NEBRASKA

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

Secretary of State  
State Capitol  
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the  
State of Nebraska, do hereby certify that

**EAGLE COMMUNICATIONS, INC.**

**a Kansas corporation is authorized to transact business in Nebraska;**

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

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

**that a Certificate of Withdrawal has not been filed.**

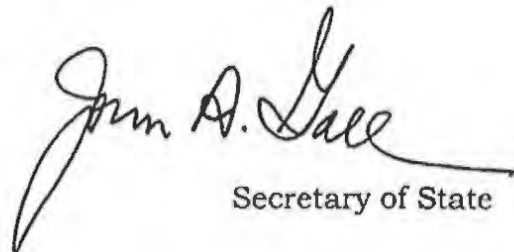
*This certificate is not to be construed as an endorsement,  
recommendation, or notice of approval of the entity's financial  
condition or business activities and practices.*

In Testimony Whereof,



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

**December 15, 2015**

  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2015

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

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

<b>PRODUCER</b> Insurance Planning, Inc. 3006 Broadway Avenue P. O. Box 100 Hays KS 67601 INSURED  Eagle Communications, Inc. 2703 Hall Street P. O. Box 817 Hays KS 67601	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 785.625.5605      FAX (A/C, No): 785.625.8388 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: Vigilant Insurance Company INSURER B: Federal Insurance INSURER C: Berkley Group Assigned Risk WC INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** 14.15      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			35816803KCO	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b>			1273532983	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> Hired Physical Damage						\$	
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			79819479KCO	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			1371721668	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A	NEBRASKA, MISSOURI COLORADO, OKLAHOMA OFFICERS INCLUDED			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>WORKER'S COMPENSATION</b>			WC158102412103	12/31/2014	12/31/2015	Each Accident \$1,000,000 Each Employee \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The State of Nebraska, Certificate holder, is an additional insured, primary & noncontributory on the General Liability. Waiver of subrogation on the Work Comp in favor fo the State of Nebraska

<b>CERTIFICATE HOLDER</b>  State of Nebraska Administrative Services State Purchasing Bureau 1526 K. Street, Suite 130 Lincoln, NE 68508	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Lori J. Antrim/ANTRLJ <i>Lori J. Antrim</i>

State of Nebraska (State Purchasing Bureau)  
**REQUEST FOR PROPOSAL FOR CONTRACTUAL  
SERVICES FORM**

RETURN TO:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508  
Phone: 402-471-6500  
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
5153Z1	October 23, 2015
OPENING DATE AND TIME	PROCUREMENT CONTACT
December 18, 2015 2:00 p.m. Central Time	Robert Thompson / Michelle Thompson

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5153Z1 for the purpose of selecting a qualified Contractor to provide High speed transport services for participants of Network Nebraska-Education.

Written first round questions are due no later than November 6, 2015, and should be submitted via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov) Written questions may also be sent by facsimile to (402) 471-2089.

Written second round questions are due no later than November 18, 2015, and should be submitted via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov) Written questions may also be sent by facsimile to (402) 471-2089.

An Optional Pre-Proposal Conference will be held on November 16, 2015 at 10:00 AM Central Time, at a location to be determined, Lincoln NE 68508 and via Video Conferencing by request.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

**PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.**

1. Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by Law **WILL BE POSTED FOR PUBLIC VIEWING.**

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602.02. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone

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## GLOSSARY OF TERMS

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

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

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

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

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

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

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

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

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

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

**Amendment:** A written correction or alteration to a document.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Contract Period:** The duration of the contract.

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

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

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

**Core Site:** The term refers to the high capacity communication facilities that connect primary nodes. Core sites provide paths for the exchange of information between different sub-networks. Core sites are the communication aggregation locations for regional sub-networks.

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

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

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

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

**Documentation:** The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

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

**E-rate:** The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access.

**Ethernet Frame:** A data packet on an Ethernet link is called an Ethernet frame. See also [http://en.wikipedia.org/wiki/Ethernet\\_frame](http://en.wikipedia.org/wiki/Ethernet_frame).

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

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

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

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

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

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

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

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

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

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

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

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Link Aggregation Control Protocol (LACP):** The vendor-independent standard Link Aggregation Control Protocol (LACP) for Ethernet defined in IEEE 802.1AX and IEEE 802.1aq or the previous IEEE 802.3ad.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

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

**Must:** See Shall/Will/Must.

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

**Network Nebraska—Education:** The Nebraska statewide telecommunications network comprised of over 285 educational entities from K-12 and higher education, public and private.

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

Purchasing Bureau.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Proposal:** See Bid/Proposal.

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

**Protest/Grievance:** A complaint about a governmental action or decision related to a Request for Proposal or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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

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

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

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

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

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

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

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

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

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

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

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

**Should:** Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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

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

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

**Vendor Performance Report:** A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State

Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

## ACRONYM LIST

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

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

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

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

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

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

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

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

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

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

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

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

**I. SCOPE OF THE REQUEST FOR PROPOSAL**

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 5153Z1 for the purpose of selecting a qualified Contractor(s) to provide High speed transport services for participants of Network Nebraska-Education. Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued from the date of award through June 30, 2020. The contract has the option to renew for four (4) additional one (1) year periods as mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

**ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:**  
<http://das.nebraska.gov/materiel/purchasing.html>

**A. SCHEDULE OF EVENTS**

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	<b>ACTIVITY</b>	<b>DATE/TIME</b>
1.	Release Request for Proposal	October 23, 2015
2.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	November 6, 2015
3.	Last day to submit first round written questions	November 6, 2015
4.	State responds to first round written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	November 10, 2015
5.	Optional Pre-Proposal Conference Location: To be Determined, Lincoln Ne. & via videoconferencing by request. Requests received after close of business November 6, 2015 may not be accommodated. Requests for video conference should submit a "Notification of Intent to Attend Pre-Proposal Conference" <i>* Registration Advisement: Bidders are strongly encouraged to attend the Pre-Proposal Conference but attendance is not required.</i>	November 16, 2015 10:00 AM Central Time
6.	Last day to submit written second round questions after Pre-Proposal conference	November 18, 2015
7.	State responds to second round written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	November 20, 2015
8.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 18, 2015 2:00 PM Central Time
9.	Review for conformance of mandatory requirements	December 18, 2015
10.	Evaluation period	December 21, 2015 – December 23, 2015
11.	Post "Letter(s) of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	December 24, 2015
12.	Contract finalization period	December 24, 2015 – January 29, 2016
13.	Contract award	February 1, 2016
14.	Contractor start date	February 1, 2016

## **II. PROCUREMENT PROCEDURES**

### **A. PROCURING OFFICE AND CONTACT PERSON**

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Robert Thompson / Michelle Thompson  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508

Telephone: 402-471-6500  
Facsimile: 402-471-2089  
E-Mail: [as.materieipurchasing@nebraska.gov](mailto:as.materieipurchasing@nebraska.gov)

### **B. GENERAL INFORMATION**

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing High speed transport services for participants of Network Nebraska-Education at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

### **C. CUSTOMER SERVICE**

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Subcontractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

### **D. COMMUNICATION WITH STATE STAFF AND EVALUATORS**

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a Contractor is preliminarily selected, as documented in the intent to contract, that Contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations;
3. state staff and/or Contractor staff present at the Pre-Proposal Conference when recognized by the State Purchasing Bureau staff facilitating the meeting for the purpose of addressing questions; and
4. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

**E. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5153Z1; High speed transport services for participants of Network Nebraska-Education Questions". It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov) Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Robert Thompson / Michelle Thompson, showing the total number of pages transmitted, and clearly marked "RFP Number 5153Z1; High speed transport services for participants of Network Nebraska-Education Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

**F. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on the date, time and location shown in the Schedule of Events. Attendance at the pre-proposal conference is optional. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the Request for Proposal requirements. The State will make every reasonable attempt to answer those questions before the end of the conference. Bidders attending the pre-proposal meeting may submit further questions in writing for questions which the bidder requires an official written response as shown in the Schedule of Events.

Written answers to written questions along with a list of conference attendees will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events. Verbal responses provided during the pre-proposal meeting shall not be binding on the State of Nebraska.

**G. SUBMISSION OF PROPOSALS**

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original of the entire proposal should be submitted. Proposals must be submitted by the proposal due date and time. **A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials.** All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal 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, it is likely that the proposal will be rejected.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

**H. PROPOSAL OPENING**

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

**I. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

**J. REJECTION OF PROPOSALS**

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

**K. MANDATORY REQUIREMENTS**

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request For Proposal For Contractual Services form, signed in ink;
2. Cost Proposal(s) (Appendix A, Appendix B, Appendix C).

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

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

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

- a. Documentation from the United States Armed Forces confirming service;
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

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

**L. REFERENCE CHECKS**

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects. The State may use a third-party to conduct reference checks.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor

quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks, and negative references may eliminate bidders from consideration for award.

**M. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All bidders should be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

**N. VIOLATION OF TERMS AND CONDITIONS**

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

1. Rejection of a bidder's proposal;
2. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**III. TERMS AND CONDITIONS**

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

**A. GENERAL**

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

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

**B. AWARD**

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

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to

award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:

[http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf)

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

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

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

The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

**D. PERMITS, REGULATIONS, LAWS**

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

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**E. OWNERSHIP OF INFORMATION AND DATA**

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

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to the contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

**F. INSURANCE REQUIREMENTS**

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

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under the contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

<b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</b>	
Coverage A	Statutory
Coverage B	Statutory
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$1,000,000 per occurrence
<b>SUBROGATION WAIVER</b>	
"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."	
<b>LIABILITY WAIVER</b>	
"The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."	

**4. EVIDENCE OF COVERAGE**

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

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

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**G. COOPERATION WITH OTHER CONTRACTORS**

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

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

**H. INDEPENDENT CONTRACTOR**

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

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

**I. CONTRACTOR RESPONSIBILITY**

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

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

**J. CONTRACTOR PERSONNEL**

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

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by the Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

**K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

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

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**L. CONFLICT OF INTEREST**

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

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

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

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

**M. PROPOSAL PREPARATION COSTS**

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

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, or in any other activity related to bidding on this Request for Proposal.

**N. ERRORS AND OMISSIONS**

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

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

**O. BEGINNING OF WORK**

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

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

**P. ASSIGNMENT BY THE STATE**

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**Q. ASSIGNMENT BY THE CONTRACTOR**

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

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

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

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

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

**S. GOVERNING LAW**

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

**T. ATTORNEY'S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**U. ADVERTISING**

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**V. STATE PROPERTY**

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

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

**W. SITE RULES AND REGULATIONS**

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

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

**X. NOTIFICATION**

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

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II. A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

**Y. EARLY TERMINATION**

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable;
  - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
  - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

**Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**AA. BREACH BY CONTRACTOR**

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

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**BB. ASSURANCES BEFORE BREACH**

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**CC. ADMINISTRATION – CONTRACT TERMINATION**

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

1. Contractor must provide confirmation that upon contract termination all deliverables prepares in accordance with this agreement shall become the property of the State of Nebraska subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

**DD. PENALTY**

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

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of penalty due the State of \$500.00 dollars per day per circuit or service, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

The contract expectation is for a service that, at a minimum, will meet required specifications 99.955% of the year - equivalent to a maximum of 4 total hours of downtime/service non-compliance per year. Any service not meeting contract specifications to include violation of QoS parameters will incur a contract performance penalty according to the following formula:

For every hour and fraction of an hour of service violation, 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 penalty). Penalty duration will round up to the next whole hour.

Example: Intermittent connectivity from 9:15a-2:20p on the same day; Duration of the actual service violation would be 5 hours and 5 minutes. Violation assessment is rounded up to the next whole hour, so the duration is considered as 6 total hours. A yearly downtime credit of 4 hours can be applied to account for the 99.955% performance expectation yielding a 2 hour penalty violation and 2 days of service credit due. The 4 hour credit can only be applied in one hour whole increments with a total of 4 hours of remission during any given calendar year.

**EE. FORCE MAJEURE**

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**FF. PROHIBITION AGAINST ADVANCE PAYMENT**

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**GG. PAYMENT**

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

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

**HH. INVOICES**

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

Invoices for payments must be submitted by the Contractor as described in Section IV. Project 1, M. Billing and Section IV. Project 2, M. Billing, with sufficient detail to support payment. Invoices for the high speed transport service will be issued to the entity being served by such services. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any

such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**II. RIGHT TO AUDIT**

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of ten (10) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any Subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

**JJ. TAXES**

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

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

**KK. INSPECTION AND APPROVAL**

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**LL. CHANGES IN SCOPE/CHANGE ORDERS**

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

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.  
Changes or additions to the contract beyond the scope of the RFP are not permitted.

**MM. SEVERABILITY**

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

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**NN. CONFIDENTIALITY**

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

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**OO. PROPRIETARY INFORMATION**

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

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

**PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

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

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**QQ. STATEMENT OF NON-COLLUSION**

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

**RR. PRICES**

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

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

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

Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**SS. BEST AND FINAL OFFER**

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

The State will compile the final scores for all parts of each proposal. The award may be granted to the lowest responsible bidder. Alternatively, bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated based on cost. The award will then be granted to the lowest responsible bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**TT. ETHICS IN PUBLIC CONTRACTING**

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

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

**UU. INDEMNIFICATION**

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

**1. GENERAL**

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and

expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

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

**VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

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

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

**WW. ANTITRUST**

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

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with the contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

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

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

**YY. TIME IS OF THE ESSENCE**

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

Time is of the essence in the contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

**ZZ. RECYCLING**

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

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

**AAA. DRUG POLICY**

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

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

**BBB. EMPLOYEE WORK ELIGIBILITY STATUS**

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>  
  
The completed United States Attestation Form should be submitted with the Request for Proposal response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**CCC. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

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

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

**DDD. POLITICAL SUB-DIVISIONS**

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

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**EEE. OFFICE OF PUBLIC COUNSEL**

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

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to NEB. REV. STAT. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

**FFF. LONG-TERM CARE OMBUDSMAN**

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

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

**GGG. LICENSE/SERVICE OR OTHER AGREEMENTS**

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

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State's Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions. This clause does not apply to any third party license or service agreements.

#### IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The objective of this RFP is to update and expand the network that is currently in place to serve the eligible education entities of Network Nebraska as defined by Neb. Rev. Stat. 79-1201.01(3). Network Nebraska is defined in Neb. Rev. Stat. 86-5,100 (LB1208, 2006). Network Nebraska shall consist of contractual agreements with providers to meet the demand of state agencies, local governments, and educational entities. Such network shall provide access to a reliable and affordable infrastructure capable of carrying a spectrum of services and applications, including distance education across the state. Only E-rate eligible entities will apply for E-rate discounts.

The State of Nebraska bids these services on behalf of numerous E-rate eligible education entities across the State. Each 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 deadline of mid-March, 2016 and each succeeding year. Once Intent to Contract have been announced by the State, each contractor must work expeditiously toward a signed contract in order to allow enough time for the local approval process. Failure to reach a signed contract with the State prior to Friday, January 29, 2016, may risk negation of purchases for the July 1, 2016 through June 30, 2017 performance year.

The bidder may present supplemental text for any of the sections following the "Accept (Initial)", "Reject (Initial)", "Reject & Provide Alternative within RFP Response (Initial)" table. If a bidder must state noncompliance on any Technical Requirement, they must complete the "Notes/Comments" field in the table immediately following such section. "Notes/Comments" responses should be used only with a narrative response explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully understood. The State of Nebraska shall determine in its sole discretion whether or not the bidder's alternative is an acceptable alternative.

The following link provides entity site location and geolocation data.

<https://www.google.com/fusiontables/DataSource?docid=1HZWH30bpZw5rO5vDCFIhs8qln-0MqMxsp4QPRy9A>

#### A. E-RATE

The originating FCC Form 470 number for this RFP is 160001443.

Each Bidder must have a Service Provider Identification Number (SPIN) from the Universal Service Administrative Company and be eligible to participate in the Universal Service Fund discount program for telecommunications services provided to the E-rate eligible entities. Bidder agrees to provide any discounts, including any accrued credits, for which the entity is eligible under the Universal Service Fund for school telecommunications services. Bidder will, at its expense, prepare and file all carrier documents and reports required for the eligible entities to receive the benefit of such discounts and credits. The Bidder's Service Provider Identification Number (SPIN) issued to bidder by the Universal Service Administrative Company must be included in the responding bid.

As required by federal law, providers of eligible services must comply with the Lowest Corresponding Price (LCP) rule:

**1. 47 CFR § 54.500(f)**

Lowest corresponding price is the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services. ("Similarly situated" means the "geographic service area" in which a service provider is seeking to serve customers with any of its E-rate services.)

**2. 47 CFR § 54.511(b)**

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

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

As required by USAC policy, the contractor must retain documents from the bidding process through five (5) 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.

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

The bidder should provide the following information in response to this Request for Proposal and must provide prior to contract award.

Service Provider Identification Number (SPIN): 143005853

## PROJECT 1

### INDIVIDUAL SITES AGGREGATING AT THE FOLLOWING NETWORK NEBRASKA CORE LOCATIONS (Appendix A sites are e-rate eligible):

Project 1 is a bid for Ethernet connectivity from Network Nebraska participant locations to one or more of the listed core aggregate locations (below). An award will be made for each participant location to a single core aggregation location based on lowest cost.

- a. Omaha (2 locations)
- b. Lincoln
- c. Grand Island
- d. Scottsbluff

#### NOTES:

- a. All services listed above will be offered to Schools and Libraries and therefore must meet E-rate guidelines for eligible services, products, service providers and contracts.
- b. All State agencies, the University of Nebraska, political subdivisions and other "eligible participants" will be allowed to purchase off of this contract.
- c. There is no guarantee that any or all of the institutions listed will purchase any or all of the services requested in this RFP.
- d. Network Nebraska has five (5) major network node locations that are used as "core" aggregation points:
  - i. Peter Kiewit Institute  
University of Nebraska – Omaha  
1110 South 67th Street, Room 166  
Omaha, Nebraska 68182-0694
  - ii. NCC Carrier "Hotel"/NCC Co-location Centers, LLC.  
1623 Farnam Street, Suite 300A  
Omaha, NE 68102
  - iii. University of Nebraska Computing Services Network  
Room 230 Nebraska Hall  
University of Nebraska-Lincoln  
901 North 17th Street  
Lincoln, Nebraska 68588-0521
  - iv. College Park  
3180 W Hwy 34. Room 208.5  
Grand Island, NE 68801-7279
  - v. Panhandle Research and Extension Center  
4502 Avenue I  
Scottsbluff, NE 69361-4939

#### A. PROJECT OVERVIEW

The objective of this section of the RFP is to identify a Contractor or Contractors who will design, develop, and implement high-speed data connectivity that will meet the current and future telecommunications needs of eligible participants over the term of the contract. Each bidder will provide cost-effective, scalable and flexible high speed data transport services that can connect eligible entities listed in Appendix A to Network Nebraska. In each Section the bidder may bid on one or more of the eligible entities listed in each Appendix. Each site/service within each appendix will be reviewed individually. When bidding Appendix A locations, the Bidder must bid all costs to provide connectivity from the entity listed to at least one of the Network Nebraska aggregation points listed in the Appendix A.

For Appendix A, the Bidder will include transport from the identified location with connectivity through the carriers' cloud and ending at one of the identified aggregation locations. Connectivity back to the aggregation location must have the capacity to support all eligible entities bid transmitting at full capacity at any given time. A one (1) Gigabit Ethernet interface physical hand-off is required as a minimum for the connection at the identified aggregation locations. The cost for connectivity back to the aggregation location MUST be figured into the MRC (monthly recurring charge) for the individual sites being bid. The State of Nebraska will not accept separate costs for the aggregation ports that connect all of the eligible entities to Network Nebraska. All co-location data center cross-connect and fiber path costs needed to provide the physical interface hand-over to Network Nebraska equipment

will be the responsibility of the bidder. A co-location space will be provided at the aggregation locations for the Contractor.

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

All proposals must meet the technical requirements as stated in the RFP. All Bidders may bid one or more sites/services as shown in Appendix A. In appendix A, K-12 sites are arranged numerically by ESU and alphabetically by billed entity name.

The State requires the Bidder to bid a multi-purpose transport connection to interconnect the listed institutions along with the corresponding services that considers present, as well as future, state-of-the-art technologies.

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

**B. PROJECT ENVIRONMENT**

The current environment consists of a multi-provider layer-2 high-speed Ethernet network. Multiple provider clouds connect to the various eligible entities. Appendix A connects eligible entities to Network Nebraska at one of the identified destination locations.

**C. PROJECT REQUIREMENTS**

The K-12 schools and educational service units that require this service must be converted during the month of July 2016 and the month of July for each succeeding year. The circuits should be installed and tested by the first Friday in August 2016 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 2016 and each succeeding year or incur a penalty (see Section III, DD Penalty). Existing service must remain active until the final cutover (see D. Transition Requirement). The State of Nebraska is cognizant of a growing demand for bandwidth. The State is interested in identifying contractor(s) who will meet the current and future telecommunications needs of eligible participants over the term of the contract. The contractor(s) will provide a cost-effective, scalable, and flexible transport service that will be able to meet the demands of the network participants and it is expected the services would meet any future needs of other eligible participants as deemed appropriate. Bidders shall identify services that are a normal part of their offering without additional fees.

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

**D. TRANSITION REQUIREMENT**

Upon award of the contract to a new vendor, the Contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 90 calendar days after the expiration or termination of the contract for a price not to exceed those prices set forth in the contract.

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

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

The State and the Contractor may conduct an annual review of the contract to review service offerings and pricing. These reviews may result in expanding the services offered by the Contractor to include new pricing elements or pricing modifications associated with improved economies of scale and/or technological innovations. Changes in the industry related to regulation and/or pricing mechanisms may also result in modification of rates identified in the services offered by the Contractor. These reviews will commence at the request of the State.

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

**F. SCOPE OF WORK**

The Contractor shall design, develop and implement a high-speed, IP-based, layer-2, Ethernet, wide area network to interconnect eligible entities as requested. The network interface to the customer's CPE must physically be Ethernet with the capability to provide multiple virtual Ethernet interfaces via 802.1Q VLAN tagging.

The eligible entities' network connections must be bid according to the bandwidth ranges and to the acceptable aggregation sites as stipulated in Appendix A. The conversion will be performed over the summer of 2016 and each succeeding year and must be as transparent as possible with completion by the first Friday in August 2016 and each succeeding year.

For Appendix A, each connection that is bid must be connected from the site address identified to the aggregation site address. The core aggregation site connectivity MUST have the capacity to support all eligible entities connectivity to the core site transmitting at full capacity over a single 1 Gigabit Ethernet interface or over a single 10 Gigabit Ethernet interface; multiple interfaces are allowed only as a redundant path for the primary connectivity. The new connectivity capacity can be aggregated at an existing "core" site interface as long as overall capacity of the core interface is not exceeded due to the introduction of the additional remote site capacity. The State will not allow a separate cost for this "aggregation connection", that cost must be included as part of the individual site or sites being bid.

Appendix A includes site choices that are "grayed out". The State will only accept bids for the bandwidths cited between the locations and the core aggregation sites that are not "grayed out". The Bidder can choose to give a price to bring the eligible entity back to any one or more of the eligible core destination locations except locations that are "grayed out" within the Appendix. For locations where multiple speeds have been requested, the State will add all bandwidths bid to arrive at a total overall site cost that will be the basis for a lowest cost award.

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The support of end-to-end customer VLANs (C-VLANs) is REQUIRED. Support can be provided either by using the IEEE 802.1ad provider bridging standard (also referred to as QinQ tunneling), or by directly bridging the customer VLANs from end-to-end, without C-VLAN modification and without provider interaction. For example; as a customer VLAN tagged packet travels from a customer to the service provider, a customer-specific 802.1Q tag is added by the provider to each packet. This additional tag is used to segregate traffic into service-provider-defined service VLANs (S-VLANs). The original customer 802.1Q tag of the packet remains and is transmitted transparently, passing through the service provider's network. The Service Provider VLAN (S-VLAN) tag is added on egress for incoming packets, optionally including untagged packets. As the packet leaves the S-VLAN in the downstream direction, the service provider 802.1Q tag is removed, leaving the original customer tag on the packet.

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**G. TECHNICAL REQUIREMENTS**

The bidder must provide a network design in which:

1. Layer 2 (802.1q/802.1p) VLAN and QoS tags must be allowed through the provided network connection and must remain unchanged by the provider.
2. Ethernet frames containing a 1500 byte payload (for a total minimum supported Ethernet frame size of 1542 bytes), must be allowed and flow as a single complete frame without any fragmentation by the provider's equipment. Reference: [http://en.wikipedia.org/wiki/Ethernet\\_frame](http://en.wikipedia.org/wiki/Ethernet_frame)
3. Layer 2 performance must be adequate to support jitter and latency sensitive applications (i.e. video over IP).
4. The network interface to the customer's CPE must be an Ethernet-based handover connection. The connection must support either 802.1q tagged frames or must support 802.1ad provider bridging. Network Nebraska WILL NOT coordinate customer VLAN tags with the provider; the provider must either tunnel the customer VLAN tags through the provider network or must leave the customer VLAN tags unchanged from end-to-end.
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9. Every connection's receive AND transmit capacity must each meet or exceed the bandwidth amount that is bid. Testing must validate that capacity meets the amount purchased before the connection will be considered complete and usable.

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**2. CONTRACTOR**

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- a. Coordinate and administer the requirements of the network service(s) that are proposed.
- b. Maintain toll free lines for voice and facsimile from the State to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of a service disruption. The Contractor will provide information regarding intent to maintain its facilities after project implementation has been completed.
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- d. Provide upon request, technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Contractor will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.
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**I. SERVICE LEVEL GUARANTEES**

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redundancy that is available as part of the site/service that will assure the required availability of the services. The following performance 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.

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**J. 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 Operation Center(s) must be notified at least three (3) business days in advance of the maintenance planned. Additionally, the contractor must agree to work with the Network Nebraska to find an alternate date and time of maintenance, if the proposed time would be particularly detrimental to Network Nebraska business needs. Mutually agreed upon maintenance activities are not considered a service violation and will not incur a service penalty.

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

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

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**K. IMPLEMENTATION PLAN**

The Bidder should submit with their proposal response, and must provide prior to award, 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 project approach, scope of work, 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.

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

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**M. BILLING**

The State will provide detailed billing instructions for each order as placed. In some cases the billed entity will be a consolidated billing to the State in an electronic format. For E-rate eligible entities, the Contractor may be instructed to bill each entity directly to ensure that appropriate E-rate processing can be accomplished. The Contractor must comply with all applicable E-rate requirements. The State may request a copy or summary of billings to other entities. Billings for the Individual Sites High Speed WAN must comply with the following specific requirements:

1. Eligible participants must file contract orders for equipment or services under this section that specifies the number and location of sites.
2. The billing to all eligible participants in a region for services under this section must reflect a cost per Individual location.
3. The Contractor must bill each entity directly that connects to the statewide network, rather than presenting a consolidated billing to the State of Nebraska.

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**N. 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). The Bidder must be willing to file Tariffs with the PSC specific to the network proposed in their bid. The Bidder must be willing to accept direct payment for USF and NUSF contributions to their proposed network. The bidder must include these contributions in their bid prices.

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**O. COST**

Proposals will address the impact of normal growth, as well as planned and unplanned network expansion or service enhancement. All prices shall be proposed as an individual location/school cost on a recurring or non-recurring basis. **All bidder costs must be reflected in either the monthly recurring or non-recurring charges. All fees, taxes and pass-through charges such as NUSF must also be included in the cost. No additional charges will be accepted.** The State shall not be required to purchase any specific service or minimum quantities of network services. The quantities provided are for the sole purpose of assisting the Bidders in preparation of their proposals and for the State to consider the feasibility of the proposed network solutions. The State shall not be responsible for any cost that is not identified in the Bidder's cost proposal. The State will not consider bids that offer discounts based upon the number of network locations that join the network.

Please display costs in the format provided in the Appendix. The bid prices listed must include the cost of doing business as indicated below. Simply placing a cost number in the appropriate cell is all that is needed.

**1. NETWORK EQUIPMENT AND HARDWARE COSTS**

Network equipment and hardware (non-CPE) will be part of and included in the itemized circuit costs. Circuit costs will be bundled costs and must include all necessary components needed to utilize the circuit at the bandwidth bid.

**2. INSTALLATION COSTS**

If non-recurring installation/set-up charges are applicable, these rates shall be delineated in the cost portion of the proposal. This cost for the circuit installation shall include all one-time costs associated with termination to the demarcation point from the network side and/or fees associated with interconnection to local exchange carriers.

- a. All fees that would be incurred for a fully functioning end-to-end connection, whether recurring or non-recurring, must be included in the cost. All cross-connect, and facilities related charges that would be incurred to physically connect the circuit to Network Nebraska equipment on both ends must be included in the cost.

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

The Bidder will include costs for software, warranty, and maintenance of the provided circuits in the service rates.

- a. Software includes any initial or upgraded software required by each item of equipment proposed for the network to perform as a fully functional, integrated part of the Bidder's network and associated service rates. The software costs shall include all of the following applicable costs:
  - i. Initial purchase and installation costs.
  - ii. Use and licensing fees.
  - iii. Software maintenance costs, including upgrades.
  - iv. All other costs relative to the network such as acquiring and using the software for the life of the network.
  - v. Costs and procedures related to the transfer of the software from damaged or out of service equipment to new equipment and the reprogramming of the software to place equipment spares into service and to meet changing network needs.

**4. QUANTITY**

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

**5. PROPOSAL COST TABULATION**

The proposal cost will be tabulated with an intent to award made based on the monthly recurring costs multiplied by the applicable length of service in months (48), not to include extensions, plus the one-time non-recurring costs.

SAMPLE—Bidder 'B' is awarded School X based on lowest overall cost for 48 months.

Entity	Bandwidth	Bidder 'A' NRC	Bidder 'A' MRC	Bidder 'A' 48-month Cost	Bidder 'B' NRC	Bidder 'B' MRC	Bidder 'B' 48-month Cost
School X	100Mbps	\$0	\$500	\$24,000	\$100	\$450	\$21,700
School X	200Mbps	\$0	\$600	\$28,800	\$100	\$550	\$26,500
School X	300Mbps	\$0	\$700	\$33,600	\$100	\$650	\$31,300
School X	400Mbps	\$0	\$800	\$38,400	\$100	\$750	\$36,100
Total				\$124,800			\$115,600

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**PROJECT 2  
INDIVIDUAL SITES AGGREGATING AT THE FOLLOWING NETWORK NEBRASKA CORE LOCATIONS (Appendix B and Appendix C sites are not e-rate eligible):**

**A. PROJECT OVERVIEW**

The objective of this section of the RFP is to identify a Contractor or Contractors who will design, develop, and implement high-speed data connectivity that will meet the current and future telecommunications needs of eligible participants over the term of the contract. Each bidder will provide cost-effective, scalable and flexible high speed data transport services that can connect eligible entities listed in Appendix B and Appendix C to Network Nebraska. In each Section the bidder may bid on one or more of the eligible entities listed in each Appendix. Each site/service within each appendix will be reviewed individually. When bidding Appendix B and Appendix C locations, the Bidder must bid all costs to provide connectivity from the entity listed to at least one of the Network Nebraska aggregation points listed in Appendix B and Appendix C.

For Appendix B and Appendix C, the Bidder will include transport from the identified location with connectivity through the carriers' cloud and ending at one of the identified aggregation locations. Connectivity back to the aggregation location must have the capacity to support all eligible entities bid transmitting at full capacity at any given time. A one (1) Gigabit Ethernet interface physical hand-off is required as a minimum for the connection at the identified aggregation locations. The cost for connectivity back to the aggregation location MUST be figured into the MRC (monthly recurring charge) for the individual sites being bid. The State of Nebraska will not accept separate costs for the aggregation ports that connect all of the eligible entities to Network Nebraska. All co-location data center cross-connect and fiber path costs needed to provide the physical interface hand-over to Network Nebraska equipment will be the responsibility of the bidder. A co-location space will be provided at the aggregation locations for the Contractor.

Eligible entities may include colleges, universities, state government and political subdivisions. 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. All Bidders may bid one or more sites/services as shown in Appendix B and Appendix C.

The State requires the Bidder to bid a multi-purpose transport connection to interconnect the listed institutions along with the corresponding services that considers present, as well as future, state-of-the-art technologies.

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**B. PROJECT ENVIRONMENT**

The current environment consists of a multi-provider layer-2 high-speed Ethernet network. Multiple provider clouds connect to the various eligible entities. Appendix B and Appendix C connects eligible entities to Network Nebraska at one of the identified destination locations.

**C. PROJECT REQUIREMENTS**

Existing service must remain active until the final cutover (see D Transition Requirement). The State of Nebraska is cognizant of a growing demand for bandwidth. The State is interested in identifying contractor(s) who will meet the current and future telecommunications needs of eligible participants over the term of the contract. The contractor(s) will provide a cost-effective, scalable, and flexible transport service that will be able to meet the demands of the network participants and it is expected the services would meet any future needs of other eligible participants as deemed appropriate. Bidders shall identify services that are a normal part of their offering without additional fees.

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**D. TRANSITION REQUIREMENT**

Upon award of the contract to a new vendor, the Contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 90 calendar days after the expiration or termination of the contract for a price not to exceed those prices set forth in the contract.

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

The State and the Contractor may conduct an annual review of the contract to review service offerings and pricing. These reviews may result in expanding the services offered by the Contractor to include new pricing elements or pricing modifications associated with improved economies of scale and/or technological innovations. Changes in the industry related to regulation and/or pricing mechanisms may also result in modification of rates identified in the services offered by the Contractor. These reviews will commence at the request of the State.

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**F. SCOPE OF WORK**

The Contractor shall design, develop and implement a high-speed, IP-based, layer-2, Ethernet, wide area network to interconnect eligible entities as requested. The network interface to the customer's CPE must physically be Ethernet with the capability to provide multiple virtual Ethernet interfaces via 802.1Q VLAN tagging.

The eligible entities' network connections must be bid according to the bandwidth ranges and to the acceptable aggregation sites as stipulated in Appendix B and Appendix C.

For Appendix B and Appendix C, each connection that is bid must be connected from the site address identified to the aggregation site address. The core aggregation site connectivity MUST have the capacity to support all eligible entities connectivity to the core site transmitting at full capacity over a single 1 Gigabit Ethernet interface or over a single 10 Gigabit Ethernet interface; multiple interfaces are allowed only as a redundant path for the primary connectivity. The new connectivity capacity can be aggregated at an existing "core" site interface as long as overall capacity of the core interface is not exceeded due to the introduction of the additional remote site capacity. The State will not allow a separate cost for this "aggregation connection", that cost must be included as part of the individual site or sites being bid.

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DES			

**J. 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 Operation Center(s) must be notified at least three (3) business days in advance of the maintenance planned. Additionally, the contractor must agree to work with the Network Nebraska to find an alternate date and time of maintenance, if the proposed time would be particularly detrimental to Network Nebraska business needs. Mutually agreed upon maintenance activities are not considered a service violation and will not incur a service penalty.

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

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

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

**K. IMPLEMENTATION PLAN**

The Bidder should submit with their proposal response, and must provide prior to award, an implementation plan for the deployment of the services, along with the bid prices 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 project approach, scope of work, 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.

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

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

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

**M. BILLING**

The State will provide detailed billing instructions for each order as placed. In some cases the billed entity will be a consolidated billing to the State in an electronic format. The State may request a copy or summary of billings to other entities. Billings for the Individual Sites High Speed WAN must comply with the following specific requirements:

1. Eligible participants must file contract orders for equipment or services under this section that specifies the number and location of sites.
2. The billing to all eligible participants in a region for services under this section must reflect a cost per Individual location.
3. The Contractor must present a consolidated bill to the University of Nebraska.

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

**N. 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). The Bidder must be willing to file Tariffs with the PSC specific to the network proposed in their bid. The Bidder must be willing to accept direct payment for USF and NUSF contributions to their proposed network. The bidder must include these contributions in their bid prices.

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

**O. COST**

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

Please display costs in the format provided in the Appendix. The bid prices listed must include the cost of doing business as indicated below. Simply placing a cost number in the appropriate cell is all that is needed.

**1. NETWORK EQUIPMENT AND HARDWARE COSTS**

Network equipment and hardware (non-CPE) will be part of and included in the itemized circuit costs. Circuit costs will be bundled costs and must include all necessary components needed to utilize the circuit at the bandwidth bid.

**2. INSTALLATION COSTS**

If non-recurring installation/set-up charges are applicable, these rates shall be delineated in the cost portion of the proposal. This cost for the circuit installation shall include all one-time costs associated with termination to the demarcation point from the network side and/or fees associated with interconnection to local exchange carriers.

- a. All fees that would be incurred for a fully functioning end-to-end connection, whether recurring or non-recurring, must be included in the cost. All cross-connect, and facilities related charges that would be incurred to physically connect the circuit to Network Nebraska equipment on both ends must be included in the cost.

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

The Bidder will include costs for software, warranty, and maintenance of the provided circuits in the service rates.

- a. Software includes any initial or upgraded software required by each item of equipment proposed for the network to perform as a fully functional, integrated part of the Bidder's network and associated service rates. The software costs shall include all of the following applicable costs:
  - i. Initial purchase and installation costs.
  - ii. Use and licensing fees.
  - iii. Software maintenance costs, including upgrades.
  - iv. All other costs relative to the network such as acquiring and using the software for the life of the network.
  - v. Costs and procedures related to the transfer of the software from damaged or out of service equipment to new equipment and the reprogramming of the software to place equipment spares into service and to meet changing network needs.

**4. QUANTITY**

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

**5. PROPOSAL COST TABULATION**

The proposal cost will be tabulated with an intent to award made based on the monthly recurring costs multiplied by the applicable length of service in months (48), not to include extensions, plus the one-time non-recurring costs.

SAMPLE—Bidder 'B' is awarded Site X based on lowest overall cost for 48 months.

Entity	Bandwidth	Bidder 'A' NRC	Bidder 'A' MRC	Bidder 'A' 48-month Cost	Bidder 'B' NRC	Bidder 'B' MRC	Bidder 'B' 48-month Cost
Site X	100Mbps	\$0	\$500	\$24,000	\$100	\$450	\$21,700
Site X	200Mbps	\$0	\$600	\$28,800	\$100	\$550	\$26,500
Site X	300Mbps	\$0	\$700	\$33,600	\$100	\$650	\$31,300
Site X	400Mbps	\$0	\$800	\$38,400	\$100	\$750	\$36,100
Total				\$124,800			\$115,600

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

**DELIVERABLES**

See Appendices A, B, and C.

Client #	USAC Billed Entity Number	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEEKING	Non-recurring Grand Island, 3180 W. Hwy 34	Total Monthly Recurring-Grand Island, 3180 W. Hwy 34	Non-recurring Lincoln, 801 N. 17th	Total Monthly Recurring-Lincoln, 801 N. 17th	Non-recurring Omaha PKI, 1110 S. 67th	Total Monthly Recurring-Omaha PKI, 1110 S. 67th	Non-recurring Omaha, 1623 Fernam	Total Monthly Recurring-Omaha, 1623 Fernam	Non-recurring Scottsbluff, 4502 Ave I	Total Monthly Recurring-Scottsbluff, 4502 Ave I
		K-12 SCHOOL DISTRICTS																		
	138567	1 ALLEN CONSOLIDATED SCHOOLS	126 E 5TH	BOX 190	ALLEN	NE	68710-0190	(402)635-2484	DIXON											
	138595	1 BLOOMFIELD COMMUNITY SCHOOLS	311 E BENTON	BOX 308	BLOOMFIELD	NE	68718-0308	(402)373-4800	KNOX											
	138604	1 CREIGHTON COMMUNITY PUBLIC SCHOOLS	1609 REDICK AVE	BOX 10	CREIGHTON	NE	68729-0010	(402)358-3663	KNOX											
	138606	1 CROFTON COMMUNITY SCHOOLS	89048 N HWY 121	BOX 429	CROFTON	NE	68730-0429	(402)388-2440	KNOX											
	138608	1 EMERSON-HUBBARD PUBLIC SCHOOLS	109 W THIRD ST	BOX 9	EMERSON	NE	68733-0009	(402)695-2631	DIXON											
	138617/138637	1 HARTINGTON-NEWCASTLE PUBLIC SCHOOLS	501 S BROADWAY	BOX 75	HARTINGTON	NE	68739-0075	(402)254-3947	CEDAR											
	150036	1 HOMER COMMUNITY SCHOOLS	212 S 8RD	BOX 340	HOMER	NE	68030-0340	(402)698-2377	DAKOTA											
	138621	1 LAUREL-CONCORD-COLERIDGE PUBLIC SCHOOLS	502 WAKEFIELD	BOX 8	LAUREL	NE	68745-0008	(402)256-3133	CEDAR											
	138644	1 NIobrARA PUBLIC SCHOOLS	247 N HWY 12	BOX 310	NIobrARA	NE	68760-0310	(402)857-8323	KNOX											
	138275	1 PENDER PUBLIC SCHOOLS	609 WHITNEY ST	BK 629	PENDER	NE	68047-0629	(402)385-3244	THURSTON											
	138671	1 PONCA PUBLIC SCHOOLS	505 3RD ST	BOX 568	PONCA	NE	68770-0568	(402)755-5700	DIXON											
	138673	1 RANDOLPH PUBLIC SCHOOLS	207 N PIERCE	BOX 755	RANDOLPH	NE	68771-0755	(402)337-0257	CEDAR											
	138645	1 SANTEE COMMUNITY SCHOOLS	206 FRAZIER AVE EAST		NIobrARA	NE	68760-7213	(402)857-2741	KNOX											

USAC Bill of Materials Number	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEEKING	Non-recurring	Total	Non-recurring	Total	Non-recurring	Total	Non-recurring	Total
										Grand Island, 3180 W. Hwy 34	Monthly Recurring-Grand Island, 3180 W. Hwy 34	Lincoln, 901 N. 17th	Monthly Recurring-Lincoln, 901 N. 17th	Omaha PIA, 1110 S. 67th	Monthly Recurring-Omaha PIA, 1110 S. 67th	Omaha, 1623 Farmm	Monthly Recurring-Omaha, 1623 Farmm
138675	1 SOUTH SIOUX CITY COMMUNITY SCHOOLS	210 WEST 39TH ST	BOX 158	SOUTH SIOUX CITY	NE	68776-0158	(402)494-2425	DAKOTA									
138262	1 UMO N HO N NATION PUBLIC SCHS	206 MAIN ST	BOX 280	MACY	NE	68039-0280	(402)837-5622	THURSTON									
138701	1 WAKEFIELD PUBLIC SCHOOLS	802 HIGHLAND	BOX 330	WAKEFIELD	NE	68784-0330	(402)287-2012	WAYNE									
138304	1 WALTHILL PUBLIC SCHOOLS	602 MAIN ST	BOX 3 C	WALTHILL	NE	68067-0563	(402)846-5432	THURSTON									
138703	1 WAUSA PUBLIC SCHOOLS	300 S BISMARK	BOX 159	WAUSA	NE	68786-0159	(402)586-2255	KNOX									
138705	1 WAYNE COMMUNITY SCHOOLS	611 W 7TH ST		WAYNE	NE	68787-1715	(402)375-3150	WAYNE									
138308	1 WINNEBAGO PUBLIC SCHOOLS	HWY 77&75	BOX K K	WINNEBAGO	NE	68071-0769	(402)878-2224	THURSTON									
138713	1 WINSIDE PUBLIC SCHOOLS	203 CRAWFORD		WINSIDE	NE	68790-0000	(402)286-4466	WAYNE									
138717	1 WYNOT PUBLIC SCHOOLS	709 ST JAMES AVE	BOX 157	WYNOT	NE	68792-0157	(402)357-2121	CEDAR									
138217	2 ASHLAND-GREENWOOD PUBLIC SCHS	1225 CLAY ST		ASHLAND	NE	68003-1899	(402)944-2128	SAUNDERS									
138221	2 BANCROFT-ROSALIE COMM SCHOOLS	708 MAIN ST	BOX 129	BANCROFT	NE	68004-0129	(402)648-3336	CUMING									
138229	2 CEDAR BLUFFS PUBLIC SCHOOLS	110 E MAIN	BOX 66	CEDAR BLUFFS	NE	68015-0066	(402)628-2060	SAUNDERS									
138238	2 FREMONT PUBLIC SCHOOLS	130 E 9TH STREET		FREMONT	NE	68025-1401	(402)727-3000	DODGE									

USAC Billed Entity Number	ESU	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	State	ZIP	PHONE	COUNTY	SEEKING	Non-recurring Grand Island, 3180 W. Hwy 34	100% Monthly Recurring-Grand Island, 3180 W. Hwy 34	Non-recurring Lincoln, 801 N. 17th	Total Monthly Recurring--Lincoln, 801 N. 17th	Non-recurring Omaha PKI, 1110 S. 67th	Total Monthly Recurring--Omaha PKI, 1110 S. 67th	Non-recurring Omaha, 1623 Farmington	Total Monthly Recurring--Omaha, 1623 Farmington	Non-recurring Scottsbluff, 4502 Ave I	Total Monthly Recurring--Scottsbluff, 4502 Ave I
138253	2	LOGAN VIEW PUBLIC SCHOOLS	2163 COUNTY ROAD G		HOOPER	NE	68031-1259	(402)654-3317	DODGE											
138260	2	LYONS-DECATUR NORTHEAST SCHS	400 S 5TH	BOX 526	LYONS	NE	68038-0526	(402)687-2363	BURT											
138264	2	MEAD PUBLIC SCHOOLS	115 N ELM	BOX 158	MEAD	NE	68041-0158	(402)624-2745	SAUNDERS											
208370	2	NORTH BEND CENTRAL PUBLIC SCHS	530 W 13TH ST	BOX 160	NORTH BEND	NE	68649-0160	(402)652-3268	DODGE											
138268	2	OAKLAND CRAIG PUBLIC SCHOOLS	309 N DAVIS		OAKLAND	NE	68045-1105	(402)685-5661	BURT											
138420	2	RAYMOND CENTRAL PUBLIC SCHOOLS	1800 WEST AGNEW ROAD		RAYMOND	NE	68428-9783	(402)785-2615	LANCASTER											
138282	2	SCRIBNER-SNYDER COMMUNITY SCHS	400 PEBBLE	BOX L	SCRIBNER	NE	68057-0549	(402)664-2567	DODGE											
138287	2	TEKAMAH-HERMAN COMMUNITY SCHS	112 N 13TH ST		TEKAMAH	NE	68061-1044	(402)374-2157	BURT											
138297	2	WAHOO PUBLIC SCHOOLS	2201 N LOCUST		WAHOO	NE	68066-1093	(402)443-3051	SAUNDERS											
138710	2	WEST POINT PUBLIC SCHOOLS	1200 E WASHINGTON		WEST POINT	NE	68788-2505	(402)372-5860	CUMING											
138715	2	WISNER-PILGER PUBLIC SCHOOLS	801 18TH ST	BOX 580	WISNER	NE	68791-0580	(402)529-3249	CUMING											
138310	2	YUTAN PUBLIC SCHOOLS	1200 2ND ST		YUTAN	NE	68073-3054	(402)625-2243	SAUNDERS											
138478	7	BOONE CENTRAL SCHOOLS	605 S 6TH	BOX 391	ALBION	NE	68620-0391	(402)395-2134	BOONE				0	801						
													0	1002						
													0	1208						
													0	1404						
													0	1525						
													0	1675						
													0	1820						
													0	1955						
													0	2105						
													0	2240						
138757	7	CENTRAL CITY PUBLIC SCHOOLS	1711 15TH AVE	BOX 57	CENTRAL CITY	NE	68826-0057	(308)946-3055	MERRICK				0	801						
													0	1002						
													0	1208						
													0	1404						
													0	1525						
													0	1675						
													0	1820						
													0	1955						
													0	2105						
													0	2240						

Chart #	USAC Billed Entity Number	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEEKING	Non-recurring	100%	Non-recurring	Total	Non-recurring	Total	Non-recurring	Total	Non-recurring	Total
											Grand Island, 3180 W. Hwy 34	Monthly Recurring-Grand Island, 3180 W. Hwy 34	Lincoln, 901 N. 17th	Monthly Recurring-Lincoln, 901 N. 17th	Omaha Pk, 1110 S. 67th	Monthly Recurring-Omaha Pk, 1110 S. 67th	Omaha, 1623 Fernant	Monthly Recurring-Omaha, 1623 Fernant	Scottsbluff, 4502 Ave I	Monthly Recurring-Scottsbluff, 4502 Ave I
	138498	7	CLARKSON PUBLIC SCHOOLS	649 CHERRY ST	BOX 140	CLARKSON	NE 68629-0140	(402)892-3454	COLFAX											
	138557	7	CROSS COUNTY COMMUNITY SCHOOLS	1270 123RD RD	BOX 525	STROMSBURG	NE 68666-0525	(402)764-5521	POLK											
	138504	7	DAVID CITY PUBLIC SCHOOLS	750 O ST		DAVID CITY	NE 68632-1724	(402)367-4590	BUTLER											
	138520	7	HOWELLS-DOOGUE CONSOLIDATED SCHOOLS	417 CENTER STREET	BOX 159	HOWELLS	NE 68641-0159	(402)868-1621	COLFAX											
	138492	7	EAST BUTLER PUBLIC SCHOOLS	212 S MADISON ST	BOX 36	BRAINARD	NE 68626-0036	(402)545-2081	BUTLER											
	138513	7	FULLERTON PUBLIC SCHOOLS	606 4TH ST	BOX 520	FULLERTON	NE 68638-0520	(308)536-2431	PLANCE											
	220423	7	HIGH PLAINS COMMUNITY SCHOOLS	260 S PINE	BOX 29	POLK	NE 68654-0029	(402)765-2271	POLK											
	78916	7	HOLY FAMILY SCHOOLS	301 PINE ST	BOX 158	LINDSAY	68644-0158	(402)428-3215	PLATTE											

Contract #	USAC Billed Entity Number	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEEKING	Non-recurring Grand Island, 3180 W. Hwy 34	Total Monthly Recurring-Grand Island, 3180 W. Hwy 34	Non-recurring Lincoln, 901 N. 17th	Total Monthly Recurring-Lincoln, 901 N. 17th	Non-recurring Omaha PK1, 1110 S. 87th	Total Monthly Recurring-Omaha PK1, 1110 S. 87th	Non-recurring Omaha, 1623 Farnam	Total Monthly Recurring-Omaha, 1623 Farnam	Non-recurring Scottsbluff, 4502 Ave I	Total Monthly Recurring-Scottsbluff, 4502 Ave I														
																					0	0	0	0	0	0	0	0						
138523	7	HUMPHREY PUBLIC SCHOOLS	405 SOUTH 7TH STREET	BOX 278	HUMPHREY	NE	68642-0278	(402)923-1230	PLATTE		0	394	0	394	0	456	0	456	0	801	0	902	0	1002										
138470	7	LAKEVIEW COMMUNITY SCHOOLS	5744 83RD ST		COLUMBUS	NE	68601-8841	(402)564-8518	PLATTE		0	601	0	601	0	802	0	802	0	1008	0	1204	0	1325	0	1475	0	1620	0	1755	0	1905	0	2040
138524	7	LEIGH COMMUNITY SCHOOLS	310 SHORT ST	BOX 98	LEIGH	NE	68643-0098	(402)487-2228	COLFAX		0	394	0	394	0	456	0	456	0	801	0	902	0	1002										
138534	7	OSCEOLA PUBLIC SCHOOLS	565 S KIMMEL	BOX 198	OSCEOLA	NE	68651-0198	(402)747-3121	POLK		0	394	0	394	0	456	0	456	0	801	0	902	0	1002										
138816	7	PALMER PUBLIC SCHOOLS	202 COMMERCIAL	BOX 248	PALMER	NE	68864-0248	(308)894-3065	MERRICK		0	394	0	394	0	456	0	456	0	801	0	902	0	1002										
16038709	7	SCHUYLER COMMUNITY SCHOOLS	401 ADAM ST		SCHUYLER	NE	68661-2400	(402)352-3517	COLFAX		0	801	0	801	0	1002	0	1002	0	1208	0	1404	0	1525	0	1635	0	1780	0	1915	0	2065	0	2200
138550	7	SHELBY-RISING CITY PUBLIC SCHOOLS	650 N WALNUT	BOX 218	SHELBY	NE	68662-0218	(402)527-5946	POLK		0	394	0	394	0	456	0	456	0	801	0	902	0	1002										
138542	7	ST EDWARD PUBLIC SCHOOLS	601 CLARK ST	BOX C	ST EDWARD	NE	68660-0138	(402)678-2282	BOONE		0	394	0	394	0	456	0	456	0	801	0	902	0	1002										
138517	7	TWIN RIVER PUBLIC SCHOOLS	816 WILLARD AVE	BOX 640	GENOA	NE	68640-0640	(402)993-2274	NANCE		0	801	0	801	0	1002	0	1002	0	1208	0	1404	0	1525	0	1635	0	1780	0	1915	0	2065	0	2200
138591	8	BATTLE CREEK PUBLIC SCHOOLS	605 WEST MARTIN ST	BOX 100	BATTLE CREEK	NE	68715-0100	(402)675-6905	MADISON		0	801	0	801	0	1002	0	1002	0	1208	0	1404	0	1525	0	1635	0	1780	0	1915	0	2065	0	2200

Entity #	USAC Billed Entity Number	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEEKING	Non-recurring Grand Island, 3180 W. Hwy 34	Total Monthly Recurring-Grand Island, 3180 W. Hwy 34	Non-recurring Lincoln, 901 N. 17th	Total Monthly Recurring-Lincoln, 901 N. 17th	Non-recurring Omaha Pk, 1110 S. 67th	Total Monthly Recurring-Omaha Pk, 1110 S. 67th	Non-recurring Omaha, 1623 Farnam	Total Monthly Recurring-Omaha, 1623 Farnam	Non-recurring Scottsbluff, 4502 Ave I	Total Monthly Recurring-Scottsbluff, 4502 Ave I
	138601	CHAMBERS PUBLIC SCHOOLS	201 SOUTH A ST	BOX 218	CHAMBERS	NE	68725-0218	(402)482-5233	HOLT											
	138510	ELGIN PUBLIC SCHOOLS	101 N 4TH ST	BOX 399	ELGIN	NE	68536-0399	(402)843-2455	ANTELOPE											
	138695	ELKHORN VALLEY SCHOOLS	601 S MADISON	BOX 430	TILDEN	NE	68781-0430	(402)368-5301	MADISON											
	138612	EWING PUBLIC SCHOOLS	416 N SPRUCE ST	BOX 98	EWING	NE	68735-0098	(402)626-7235	HOLT											
	138622	LYNCH PUBLIC SCHOOLS	701 HOFFMAN ST	BOX 98	LYNCH	NE	68746-0098	(402)569-2081	BOYD											
	138626	MADISON PUBLIC SCHOOLS	700 S KENT	BOX 450	MADISON	NE	68748-0450	(402)454-3336	MADISON											
	16064195	NEBRASKA UNIFIED DISTRICT 1	209 3RD ST	BOX 98	ROYAL	NE	68773-0098	(402)893-2068	ANTELOPE											
	138633	NELIGH-OKDALE SCHOOLS	600 J ST	BOX 149	NELIGH	NE	68756-0149	(402)887-4166	ANTELOPE											



Check #	USAC Billed Entity Number	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEEKING	Non-recurring	Total	Non-recurring	Total	Non-recurring	Total	Non-recurring	Total
											Grand Island, 3180 W. Hwy 84	Monthly Recurring-Grand Island, 3180 W. Hwy 84	Lincoln, 901 N. 17th	Monthly Recurring-Lincoln, 901 N. 17th	Omaha PKI, 1110 S. 67th	Monthly Recurring-Omaha PKI, 1110 S. 67th	Omaha, 1623 Farnam	Monthly Recurring-Omaha, 1623 Farnam
	16049437	WEST BOYD SCHOOL DISTRICT	106 E GREIG ST	BOX 109	SPENCER	NE	68777-0109	(402)589-1333	BOYD									
	16038436	WEST HOLT PUBLIC SCHOOLS	1000 N MAIN	BOX 457	ATKINSON	NE	68713-0457	(402)915-2890	HOLT									
	138487	WHEELER CENTRAL SCHOOLS	600 RANDOLPH WEST	BOX 68	BARTLETT	NE	68622-0068	(308)654-3273	WHEELER									
	138850	ADAMS CENTRAL PUBLIC SCHOOLS	1090 S ADAMS CENTRAL AVE	BOX 1088	HASTINGS	NE	68902-1088	(402)463-3285	ADAMS									
	138731	AURORA PUBLIC SCHOOLS	300 L ST		AURORA	NE	68818-1902	(402)694-6923	HAMILTON		80000	1102.5	80000	1102.5				
	138864	WEBSTER COUNTY DISTRICT 74	606 S SYCAMORE	BOX 217	BLUE HILL	NE	68930-0217	(402)756-2085	WEBSTER		70000	1525	70000	1525				
	138762	DONIPHAN-TRUMBULL PUBLIC SCHOOLS	302 W PLUM	BOX 300	DONIPHAN	NE	68832-0300	(402)845-2282	HALL		60000	2240	60000	2240				
	138772	GILTNER PUBLIC SCHOOLS	#2 WEST 6TH RD	BOX 160	GILTNER	NE	68841-0160	(402)849-2238	HAMILTON		40000	4100	40000	4100				
	138776	HAMPTON PUBLIC SCHOOLS	438 5TH ST		HAMPTON	NE	68843-9211	(402)735-3117	HAMILTON		20000	5740	20000	5740				
	138886	HARVARD PUBLIC SCHOOLS	506 E NORTH ST	BOX 100	HARVARD	NE	68944-0100	(402)772-2171	CLAY									

Circuit #	USAC Billed Entity Number	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEEKING	Non-recurring Grand Island, 3180 W. Hwy 24	Total Monthly Recurring-Grand Island, 3180 W. Hwy 24	Non-recurring Lincoln, 901 N. 17th	Total Monthly Recurring-Lincoln, 901 N. 17th	Non-recurring Omaha PKI, 1110 S. 67th	Total Monthly Recurring-Omaha PKI, 1110 S. 67th	Non-recurring Omaha, 1622 Farnam	Total Monthly Recurring-Omaha, 1622 Farnam	Non-recurring Scottsbluff, 4502 Ave I	Total Monthly Recurring-Scottsbluff, 4502 Ave I
	138900	KENESAW PUBLIC SCHOOLS	110 N 5TH AVE	BOX 129	KENESAW	NE	68956-0129	(402)752-3215	ADAMS											
	138912	RED CLOUD COMMUNITY SCHOOLS	334 N CHERRY		RED CLOUD	NE	68970-2246	(402)746-3413	WEBSTER											
	138915	SILVER LAKE PUBLIC SCHOOLS	9405 S LINCOLN AVE	BOX 8	ROSELAND	NE	68973-0008	(402)756-6611	ADAMS											
	138915	SILVER LAKE PUBLIC SCHOOLS	9405 S LINCOLN AVE	BOX 8	ROSELAND	NE	68973-0008	(402)756-6611	ADAMS											
	16069308	9 SOUTH CENTRAL UNIFIED DIST #5	850 S NEVADA	BOX 368	NELSON	NE	68961	(402)726-2151	NUCKOLLS											
	138917	SUPERIOR PUBLIC SCHOOLS	601 W 8TH ST	BOX 288	SUPERIOR	NE	68978-0288	(402)879-3258	NUCKOLLS											
	138920	SUTTON PUBLIC SCHOOLS	1107 N SAUNDERS	BOX 590	SUTTON	NE	68979-0590	(402)773-5569	CLAY											
	138726	AMHERST PUBLIC SCHOOLS	100 N SYCAMORE	BOX 8	AMHERST	NE	68812	(308)826-3131	BUFFALO											
	138973	ARNOLD PUBLIC SCHOOLS	405 N HASKELL	BOX 399	ARNOLD	NE	69120-0399	(308)848-2226	CUSTER											
	138756	CALLAWAY PUBLIC SCHOOLS	101 N NEEDHAM		CALLAWAY	NE	68825-5202	(308)836-2272	CUSTER											
	16079401	CENTRAL VALLEY PUBLIC SCHOOLS	303 N SHERMAN		GREELEY	NE	68842	(308)428-3145	GREELEY											

USAC Billed Entity Number	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEIKING	Non-recurring Grand Island, 3180 W Hwy 34	Monthly Recurring-Grand Island, 3180 W Hwy 34	Non-recurring Lincoln, 901 N. 17th	Total Monthly Recurring-Lincoln, 901 N. 17th	Non-recurring Omaha Pk, 1110 S. 67th	Total Monthly Recurring-Omaha Pk, 1110 S. 67th	Non-recurring Omaha, 1623 Farnam	Total Monthly Recurring-Omaha, 1623 Farnam	Non-recurring Scottsbluff, 4502 Ave I	Total Monthly Recurring-Scottsbluff, 4502 Ave I
138754	CENTURA PUBLIC SCHOOLS	201 N HIGHWAY 11	BOX 430	CAIRO	NE	68824	(308)485-4258	HOWARD											
138989	COZAD COMMUNITY SCHOOLS	1710 MERIDIAN	BOX 15	COZAD	NE	69130-0015	(308)784-2745	DAWSON											
138765	ELBA PUBLIC SCHOOLS	711 CAROLINE ST	BOX 100	ELBA	NE	68835-0100	(308)863-2228	HOWARD											
138766	ELM CREEK PUBLIC SCHOOLS	230 CALKINS	BOX 490	ELM CREEK	NE	68836-0490	(308)856-4300	BUFFALO											
138771	GIBBON PUBLIC SCHOOLS	1322 AVENUE I	BOX 790	GIBBON	NE	68840-0790	(308)468-4555	BUFFALO											
138999	GOTHENBURG PUBLIC SCHOOLS	1322 AVENUE I		GOTHENBURG	NE	69138-1799	(308)537-3651	DAWSON											
79175	GRAND ISLAND CENTRAL CATHOLIC SCHOOLS	1200 RUBY AVE		GRAND ISLAND	NE	68803-3746	(308)384-2440	HALL											
138779	KEARNEY PUBLIC SCHOOLS	810 W 24TH ST		KEARNEY	NE	68845-5355	(308)698-8000	BUFFALO											

Circuit #	USAC Billed Entity Number	FCS	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEEKING	Non-recurring	100%	Non-recurring	Total	Non-recurring	Total	Non-recurring	Total		
												Grand Island, 3180 W. Hwy 34	Monthly Recurring-Grand Island, 3180 W. Hwy 34	Lincoln, 801 N. 17th	Monthly Recurring-Lincoln, 801 N. 17th	Omaha PKI, 1110 S. 67th	Monthly Recurring-Omaha PKI, 1110 S. 67th	Omaha, 1623 Farmington	Monthly Recurring-Omaha, 1623 Farmington	Scottsbluff, 4502 Ave I	Monthly Recurring-Scottsbluff, 4502 Ave I
138789	10		LEXINGTON PUBLIC SCHOOL DISTRICT	300 S WASHINGTON ST	BOX 890	LEXINGTON	NE	68850-0890	(308)324-4681	DAWSON											
			LEXINGTON AGENCY OFFICE	300 S WASHINGTON ST	BOX 890	LEXINGTON	NE	68850-0890	(308)324-4681	DAWSON											
			LEXINGTON AGENCY OFFICE	300 S WASHINGTON ST	BOX 890	LEXINGTON	NE	68850-0890	(308)324-4681	DAWSON											
			LEXINGTON AGENCY OFFICE	300 S WASHINGTON ST	BOX 890	LEXINGTON	NE	68850-0890	(308)324-4681	DAWSON											
			LEXINGTON AGENCY OFFICE	300 S WASHINGTON ST	BOX 890	LEXINGTON	NE	68850-0890	(308)324-4681	DAWSON											
			LEXINGTON AGENCY OFFICE	300 S WASHINGTON ST	BOX 890	LEXINGTON	NE	68850-0890	(308)324-4681	DAWSON											
			LEXINGTON AGENCY OFFICE	300 S WASHINGTON ST	BOX 890	LEXINGTON	NE	68850-0890	(308)324-4681	DAWSON											
138794	10		LITCHFIELD PUBLIC SCHOOLS	500 N MAIN	BOX 167	LITCHFIELD	NE	68852	(308)446-2244	SHERMAN											
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138797	10		LOUP CITY PUBLIC SCHOOLS	800 N 8TH ST	BOX 628	LOUP CITY	NE	68853-0628	(308)745-0120	SHERMAN											
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138723	10		NORTHWEST PUBLIC SCHOOLS	2710 N NORTH RD		GRAND ISLAND	NE	68803-1199	(308)385-6398	HALL											
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138811	10		ORD PUBLIC SCHOOLS	320 N 19TH ST		ORD	NE	68862	(308)728-5013	VALLEY											
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138814	10		OVERTON PUBLIC SCHOOLS	401 7TH ST	BOX 310	OVERTON	NE	68862	(308)947-2424	DAWSON											
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138817	10		PLEASANTON PUBLIC SCHOOLS	303 W CHURCH ST	BOX 190	PLEASANTON	NE	68866	(308)388-1041	BUFFALO											
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Critical #	USAC Billed Entity Number	FEC	BILLED ENTITY NAME	BILLED ENTITY ADDRESS	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEEKING	Non-recurring	100%	Non-recurring	Total	Non-recurring	Total	Non-recurring	Total	Non-recurring	Total	
												Grand Island, 34	Monthly Recurring-Grand Island, 34	Lincoln, 901 N. 17th	Monthly Recurring-Lincoln, 901 N. 17th	Omaha PK, 1110 S. 67th	Monthly Recurring-Omaha PK, 1110 S. 67th	Omaha, 1813 Farnam	Monthly Recurring-Omaha, 1813 Farnam	Scottsbluff, 4502 Ave I	Monthly Recurring-Scottsbluff, 4502 Ave I	
	138816	10	RAVENNA PUBLIC SCHOOLS	41750 CARTHAGE ROAD	BOX 8400	RAVENNA	NE	68869	(308)452-3249	BUFFALO												
	10079902	10	RIVERSIDE PUBLIC SCHOOLS	408 W DAYTON ST		CEDAR RAPIDS	NE	68827-5559	(308)358-0640	BOONE		0	801	0	801	0	1002	0	1002	0	1208	
	138831	10	SHELTON PUBLIC SCHOOLS	210 9TH ST	BOX 610	SHELTON	NE	68876	(308)647-6742	BUFFALO												
	138824	10	ST PAUL PUBLIC SCHOOLS	1305 HOWARD AVE	BOX 325	ST. PAUL	NE	68873-0325	(308)754-4433	HOWARD												
	138832	10	SUMNER/EDDYVILLE/MILLER PUBLIC SCHOOLS	305 E 5TH AVE	BOX 126	SUMNER	NE	68878-0126	(308)752-2925	DAWSON												
	138842	10	WOOD RIVER RURAL SCHOOLS	13800 W WOOD RIVER RD	BOX 518	WOOD RIVER	NE	68883-0518	(308)583-2249	HALL												
	138853	11	ALMA PUBLIC SCHOOL DISTRICT	515 JEWELL ST	BOX 170	ALMA	NE	68920	(308)828-2131	HARLAN		11000	1111	11000	1111	8000	1622	8000	1622	6000	2138	
	138857	11	ARAPAHOE PUBLIC SCHOOLS	610 WALNUT ST	BOX 360	ARAPAHOE	NE	68922-0360	(308)962-5458	FURNAS												

Circuit #	LISAC Billed Entity Number	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEEKING	Non-recurring	Monthly	Non-recurring	Total	Non-recurring	Total	Non-recurring	Total	Non-recurring	Total
											Grand Island, 3180 W. Hwy 34	Recurring-Grand Island, 3180 W. Hwy 34	Lincoln, 801 N. 17th	Monthly-Recurring-Lincoln, 901 N. 17th	Omaha PKI, 1110 S. 67th	Monthly-Recurring-Omaha PKI, 1110 S. 67th	Omaha, 1828 Farnam	Monthly-Recurring-Omaha, 1828 Farnam	Scottsbluff, 4902 Ave I	Monthly-Recurring-Scottsbluff, 4902 Ave I
	138859	11 AXTELL COMMUNITY SCHOOL DIST	500 MAIN ST	BOX 97	AXTELL	NE	68924	(308)743-2415	KEARNEY											
	138863	11 BERTRAND PUBLIC SCHOOL DIST	503 SCHOOL ST	BOX 278	BERTRAND	NE	68927	(308)472-3428	PHELPS											
	138832	11 CAMBRIDGE PUBLIC SCHOOLS	1003 NELSON	BOX 100	CAMBRIDGE	NE	69022-0100	(308)697-3522	FURNAS											
	138871	11 ELWOOD PUBLIC SCHOOL DISTRICT	502 FIRST AVE	BOX 107	ELWOOD	NE	68937	(308)785-2491	GOSPER											
	225909	11 EUSTIS-FARNAM PUBLIC SCHOOLS	504 N INGALL ST	BOX 9	EUSTIS	NE	69028-0009	(308)486-3991	FRONTIER											
	138879	11 FRANKLIN PUBLIC SCHOOL DIST	1001 M ST		FRANKLIN	NE	68939-1199	(308)425-6283	FRANKLIN											
	138891	11 HOLDREGE PUBLIC SCHOOL DIST	505 14TH AVE	BOX 2002	HOLDREGE	NE	68949	(308)995-8663	PHELPS											

USAC Billed Entity Number	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEEKING	Non-recurring Grand Island, 3180 W. Hwy 34	Monthly Recurring-Grand Island, 3180 W. Hwy 34	Non-recurring Lincoln, 901 N. 17th	Total Monthly Recurring-Lincoln, 901 N. 17th	Non-recurring Omaha PKI, 1110 S. 67th	Total Monthly Recurring-Omaha PKI, 1110 S. 67th	Non-recurring Omaha, 1623 Farnam	Total Monthly Recurring-Omaha, 1623 Farnam	Non-recurring Scottsbluff, 4502 Ave I	Total Monthly Recurring-Scottsbluff, 4502 Ave I
138903	11 LOOMIS PUBLIC SCHOOL DISTRICT	101 BRYAN	BOX 250	LOOMIS	NE	68958-0250	(308)876-2111	PHELPS											
138905	11 MINDEN PUBLIC SCHOOL DISTRICT	520 W 3RD ST	BOX 301	MINDEN	NE	68959	(308)832-2440	KEARNEY											
138911	11 SOUTHERN VALLEY SCHOOLS	43739 HWY 89		OXFORD	NE	68967-2711	(308)868-2222	FURNAS											
138922	11 WILCOX-HILDRETH PUBLIC SCHOOL DISTRICT	404 E SAPP ST	BOX 190	WILCOX	NE	68982-0190	(308)478-5265	KEARNEY											
139101	13 ALLIANCE PUBLIC SCHOOLS	1604 SWEETWATER AVE		ALLIANCE	NE	69301-0000	(308)762-5475	BOX BUTTE											
139152	13 BANNER COUNTY PUBLIC SCHOOLS	200 SCHOOL ST	BOX 5	HARRISBURG	NE	69345-0005	(308)436-5263	BANNER											
139114	13 BAYARD PUBLIC SCHOOLS	EAST 8TH ST	BOX 607	BAYARD	NE	69334-0607	(308)586-1325	MORRILL											
139117	13 BRIDGEPORT PUBLIC SCHOOLS	800 Q ST	BOX 430	BRIDGEPORT	NE	69336-0430	(308)262-1470	MORRILL											

Entity #	USAC Billed Entity Number	FEE	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEEKING	Non-recurring Grand Island, 3180 W. Hwy 84	Total Monthly Recurring-Grand Island, 3180 W. Hwy 84	Non-recurring Lincoln, 901 N. 17th	Total Monthly Recurring-Lincoln, 901 N. 17th	Non-recurring Omaha P&L, 1110 S. 67th	Total Monthly Recurring-Omaha P&L, 1110 S. 67th	Non-recurring Omaha, 1628 Farmm	Total Monthly Recurring-Omaha, 1628 Farmm	Non-recurring Scottsbluff, 4502 Ave I	Total Monthly Recurring-Scottsbluff, 4502 Ave I	
139123	13	CHADRON PUBLIC SCHOOLS	602 E 107th		CHADRON	NE	69337-2859	(308)432-0700	DAWES													
139129	13	CRAWFORD PUBLIC SCHOOLS	908 5TH ST		CRAWFORD	NE	69339-1204	(308)665-1537	DAWES													
1602573	13	CREEK VALLEY PUBLIC SCHOOLS	5TH & HAYWARD	BOX 608	CHAPPELL	NE	69129-0608	(308)874-2911	DEUEL													
1606494	13	GARDEN COUNTY SCHOOLS	200 W 4TH ST	BOX 230	OSHKOSH	NE	69154-0230	(308)772-3242	GARDEN													
139139	13	GERING PUBLIC SCHOOLS	1800 8TH ST		GERING	NE	69341-2999	(308)486-3125	SCOTTS BLUFF													
17000592	13	GORDON-RUSHVILLE PUBLIC SCHOOLS	810 N OAK ST	BOX 530	GORDON	NE	69343-0530	(308)282-1322	SHERIDAN													
195159	13	HAY SPRINGS PUBLIC SCHOOLS	407 N BAKER	BOX 280	HAY SPRINGS	NE	69347-0280	(308)638-4434	SHERIDAN													
139166	13	HEMINGFORD PUBLIC SCHOOLS	911 NIOBRARA ST	BOX 217	HEMINGFORD	NE	69348-0217	(308)487-3328	BOX BUTTE													

#	PPID	USAC Billed Entity Number	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEEKING	Non-recurring	Total	Non-recurring	Total	Non-recurring	Total	Non-recurring	Total
												Grand Island, 3180 W. Hwy 34	Monthly Recurring-Grand Island, 3180 W. Hwy 34	Lincoln, 901 N. 17th	Monthly Recurring-Lincoln, 901 N. 17th	Omaha PKI, 1110 S. 67th	Monthly Recurring-Omaha PKI, 1110 S. 67th	Omaha, 1623 Farmers	Monthly Recurring-Omaha, 1623 Farmers
139012	13	KIMBALL PUBLIC SCHOOLS	901 S NADINE ST		KIMBALL	NE	69145-1399	(308)235-2188	KIMBALL										
138997	13	LEYTON PUBLIC SCHOOLS	504 MAIN ST	BOX 297	DALTON	NE	69131-0297	(308)377-2303	CHEYENNE										
139178	13	MINATARE PUBLIC SCHOOLS	1107 7TH ST	BOX 425	MINATARE	NE	69358-0425	(308)783-1232	SCOTTS BLUFF										
139182	13	MITCHELL PUBLIC SCHOOLS	1819 19TH AVE		MITCHELL	NE	69357-1199	(308)623-1707	SCOTTS BLUFF										
139186	13	MORRILL PUBLIC SCHOOLS	411 E HAMILTON	BOX 486	MORRILL	NE	69358-0486	(308)247-3414	SCOTTS BLUFF										
139039	13	POTTER-DIX PUBLIC SCHOOLS	303 WALNUT	BOX 189	POTTER	NE	69156-0415	(308)379-4434	CHEYENNE										
139197	13	SCOTTSBLUFF PUBLIC SCHOOLS	1722 1ST AVE		SCOTTSBLUFF	NE	69361-1609	(308)695-6200	SCOTTS BLUFF										
139042	13	SIDNEY PUBLIC SCHOOLS	1101 21ST AVENUE		SIDNEY	NE	69162-1948	(308)254-5855	CHEYENNE										
139151	13	SIoux COUNTY PUBLIC SCHOOLS	435 KATE	BOX 38	HARRISON	NE	69346-0038	(308)668-2415	SIoux										
138948	15	CHASE COUNTY SCHOOLS	520 E 9TH ST	BOX 577	IMPERIAL	NE	69033-0577	(308)882-4304	CHASE										

Contract #	USAC Billed Entity Number	EDU	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEEKING	Non-recurring Grand Island, 3180 W. Hwy 34	Monthly Recurring-Grand Island, 3180 W. Hwy 34	Non-recurring Lincoln, 801 N. 17th	Total Monthly Recurring-Lincoln, 801 N. 17th	Non-recurring Omaha PKI, 1110 S. 67th	Total Monthly Recurring-Omaha PKI, 1110 S. 67th	Non-recurring Omaha, 1623 Farnam	Total Monthly Recurring-Omaha, 1623 Farnam	Non-recurring Scottsbluff, 4502 Ave I	Total Monthly Recurring-Scottsbluff, 4502 Ave I	
	138930	15	DUNDY CO STRATTON PUBLIC SCHS	400 9TH AVE WEST	BOX 586	BENKELMAN	NE	69021-0586	(308)423-2738	DUNDY												
	138944	15	HAYES CENTER PUBLIC SCHOOLS	501 TROTH ST	BOX 8	HAYES CENTER	NE	69032-0008	(308)286-5600	HAYES												
	208325	15	HITCHCOCK CO UNIFIED SCH SYSTEM	318 WEST D	BOX 368	TRENTON	NE	69044-0368	(308)334-5575	HITCHCOCK												
	138953	15	MAYWOOD PUBLIC SCHOOLS	NO 1 TIGER DR	BOX 46	MAYWOOD	NE	69038-0046	(308)362-4223	FRONTIER												
	138925	15	MCCOOK PUBLIC SCHOOLS	700 W 7TH		MC COOK	NE	69001-3079	(308)345-2510	RED WILLOW												
	138938	15	MEDICINE VALLEY PUBLIC SCHOOLS	303 CROOK AVENUE	BOX 9	CURTIS	NE	69025-0009	(308)367-4106	FRONTIER												
	138928	15	SOUTHWEST PUBLIC SCHOOLS	900 COKE ST	BOX 187	BARTLEY	NE	69020-0187	(308)892-3223	RED WILLOW												
	138963	15	WAUNETA-PALISADE PUBLIC SCHS	214 W WICHITA	BOX 368	WAUNETA	NE	69045-0368	(308)394-5700	CHASE												
	138976	16	ARTHUR COUNTY SCHOOLS	100 MARSHALL AVE	BOX 145	ARTHUR	NE	69121-0145	(308)764-2253	ARTHUR												

Circuit #	USAC Billed Entity Number	ESU	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEEKING	Non-recurring Grand Island, 3180 W. Hwy 34	100% Monthly Recurring-Grand Island, 3180 W. Hwy 34	Non-recurring Lincoln, 901 N. 17th	Total Monthly Recurring-Lincoln, 901 N. 17th	Non-recurring Omaha PKI, 1110 S. 67th	Total Monthly Recurring-Omaha PKI, 1110 S. 67th	Non-recurring Omaha, 1623 Farnam	Total Monthly Recurring-Omaha, 1623 Farnam	Non-recurring Scottsbluff, 4502 Ave I	Total Monthly Recurring-Scottsbluff, 4502 Ave I	
	138961	16	BRADY PUBLIC SCHOOLS	112 E POPLTON AVE	BOX 66	BRADY	NE	69123-0068	(308)584-3317	LINCOLN												
	139007	16	HERSHEY PUBLIC SCHOOLS	301 S LINCOLN	BOX 369	HERSHEY	NE	69143-0369	(308)368-5574	LINCOLN												
	139170	16	HYANNIS AREA SCHOOLS	332 EAST HWY 2	BOX 286	HYANNIS	NE	69350-0286	(308)458-2202	GRANT												
	139022	16	MAXWELL PUBLIC SCHOOLS	415 HWY 30	BOX 188	MAXWELL	NE	69151-0188	(308)582-4585	LINCOLN												
	139061	16	MC PHERSON COUNTY SCHOOLS	525 HWY 92	BOX 38	TRYON	NE	69167-0038	(308)587-2262	MCPHERSON												
	139024	16	MULLEN PUBLIC SCHOOLS	404 N BLAINE	BOX 127	MULLEN	NE	69152-0127	(308)546-2223	HOOKER												
	138971	16	NORTH PLATTE PUBLIC SCHOOLS	301 WEST F ST	BOX 1557	NORTH PLATTE	NE	69103-1557	(308)535-7100	LINCOLN												
	139029	16	OGALLALA PUBLIC SCHOOLS	205 E 6TH ST		OGALLALA	NE	69153-2245	(308)284-4060	KEITH												
	139037	16	PAXTON CONSOLIDATED SCHOOLS	308 N ELM	BOX 365	PAXTON	NE	69155-0368	(308)239-4283	KEITH												

Circuit #	USAC Billed Entity Number	FSC	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	State	ZIP	PHONE	COUNTY	SEEKING	Non-recurring Grand Island, 3180 W. Hwy 34	100% Monthly Recurring-Grand Island, 3180 W. Hwy 34	Non-recurring Lincoln, 901 N. 17th	Total Monthly Recurring-Lincoln, 901 N. 17th	Non-recurring Omaha PKI, 1110 S. 67th	Total Monthly Recurring-Omaha PKI, 1110 S. 67th	Non-recurring Omaha, 1623 Farneth	Total Monthly Recurring-Omaha, 1623 Farneth	Non-recurring Scottsbluff, 4502 Ave I	Total Monthly Recurring-Scottsbluff, 4502 Ave I
	139006	16	PERKINS COUNTY SCHOOLS	740 SHERMAN AVE	BOX 829	GRANT	NE	69140-0829	(308)352-4735	PERKINS											
	139047	16	STAPLETON PUBLIC SCHOOLS	702 6TH STREET	BOX 128	STAPLETON	NE	69163-0128	(308)636-2252	LOGAN											
	139050	16	SUTHERLAND PUBLIC SCHOOLS	401 WALNUT	BOX 217	SUTHERLAND	NE	69165-0217	(308)386-4656	LINCOLN											
	139053	16	THEDFORD PUBLIC SCHOOLS	304 MAPLE ST	BOX 248	THEDFORD	NE	69166-0248	(308)645-2230	THOMAS											
	139066	16	WALLACE PUBLIC SCH DIST 65 R	151 N WALLACE RD	BOX 127	WALLACE	NE	69169-0127	(308)387-4323	LINCOLN											
	139079	17	AINSWORTH COMMUNITY SCHOOLS	520 E 2ND ST	BOX 65	AINSWORTH	NE	69210-0065	(402)387-2333	BROWN											
	139088	17	CODY-KILGORE PUBLIC SCHOOLS	360 W 4TH ST	BOX 216	CODY	NE	69211-0216	(402)823-4190	CHERRY											
	79111	17	KEYA PAHA COUNTY SCHOOLS	101 FOOTBALL AVE	BOX 219	SPRINGVIEW	NE	68778-0219	(402)497-3501	KEYA PAHA											
	138586	17	ROCK COUNTY PUBLIC SCHOOLS	EAST HWY 20	BOX 448	BASSETT	NE	68714-0448	(402)684-3411	ROCK											
	139067	17	VALENTINE COMMUNITY SCHOOLS	431 N GREEN ST		VALENTINE	NE	69201-1969	(402)376-1780	CHERRY											

USAC Billed Entity Number	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEEKING	Non-recurring Grand Island, 3180 W. Hwy 84	Total Monthly Recurring-Grand Island, 3180 W. Hwy 84	Non-recurring Lincoln, 901 N. 17th	Total Monthly Recurring-Lincoln, 901 N. 17th	Non-recurring Omaha PKI, 1110 S. 67th	Total Monthly Recurring-Omaha PKI, 1110 S. 67th	Non-recurring Omaha, 1623 Farnam	Total Monthly Recurring-Omaha, 1623 Farnam	Non-recurring Scottsbluff, 4502 Ave I	Total Monthly Recurring-Scottsbluff, 4502 Ave I
138702	EDUCATIONAL SERVICE UNIT 01	211 TENTH ST		WAKEFIELD	NE	68784-5014	(402)287-2061	DIXON											
138244	EDUCATIONAL SERVICE UNIT 02	2320 N COLORADO	BOX 649	FREMONT	NE	68026-0649	(402)721-7710	DODGE											
138474	EDUCATIONAL SERVICE UNIT 07	2657 44TH AVE		COLUMBUS	NE	68601-8537	(402)564-5753	PLATTE											
138632	EDUCATIONAL SERVICE UNIT 08	106 W 3RD	BOX 89	NELIGH	NE	68756-0089	(402)887-5041	ANTELOPE											
138783	EDUCATIONAL SERVICE UNIT 10	76 PLAZA BLVD		KEARNEY	NE	68845-4841	(308)237-5927	BUFFALO											
138890	EDUCATIONAL SERVICE UNIT NO 11	412 W 14TH AVE	BOX 858	HOLDREGE	NE	68949-0858	(308)995-6585	PHELPS											
139199	EDUCATIONAL SERVICE UNIT 13	4215 AVENUE I		SCOTTSBLUFF	NE	69361-4901	(308)635-3696	SCOTTS BLUFF											
146589	EDUCATIONAL SERVICE UNIT 15	344 MAIN ST	BOX 398	TRENTON	NE	69044-0398	(308)334-5160	HITCHCOCK											
139028	EDUCATIONAL SERVICE UNIT 16	314 W FIRST ST	BOX 915	OGALLALA	NE	69153-0915	(308)284-8481	KEITH											
139081	EDUCATIONAL SERVICE UNIT 17	207 N MAIN STREET	BOX 227	AINSWORTH	NE	69210-1353	(402)387-1420	BROWN											

Circuit #	USAC Billed Entity Number	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	State	ZIP	PHONE	COUNTY	SEEKING	Non-recurring	Monthly	Non-recurring	Total	Non-recurring	Total	Non-recurring	Total	Non-recurring	Total	
											Grand Island, 3180 W. Hwy 24	Recurring-Grand Island, 3180 W. Hwy 24	Lincoln, 901 N. 17th	Recurring-Lincoln, 901 N. 17th	Omaha PKL, 1110 S. 67th	Recurring-Omaha PKL, 1110 S. 67th	Omaha, 1623 Farham	Recurring-Omaha, 1623 Farham	Scottsbluff, 4502 Ave I	Recurring-Scottsbluff, 4502 Ave I	
	138238	2	FREMONT PUBLIC SCHOOLS	130 E 9TH STREET		FREMONT	NE	68025-1401	(402)727-3000	DODGE	NEW SERVICE										
	138286	3	SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS	14801 S 108TH ST		SPRINGFIELD	NE	68059-4925	(402)592-1300	SARPY	NEW SERVICE										
	138443	6	SCHOOL DISTRICT 145-WAVERLY	14511 HEYWOOD ST	BOX 426	WAVERLY	NE	68462-0426	(402)786-2321	LANCASTER	NEW SERVICE										
	138504	7	DAVID CITY PUBLIC SCHOOLS	750 D ST		DAVID CITY	NE	68632-1724	(402)367-4590	BUTLER	NEW SERVICE										
	138470	7	LAKEVIEW COMMUNITY SCHOOLS	3744 B3RD ST		COLUMBUS	NE	68501-8841	(402)564-8518	PLATTE	NEW SERVICE										
	138517	7	TWIN RIVER PUBLIC SCHOOLS	816 WILLARD AVE	BOX 640	GENOA	NE	68640-0640	(402)993-2274	NANCE	NEW SERVICE										
	138912	9	RED CLOUD COMMUNITY SCHOOLS	334 N CHERY		RED CLOUD	NE	68970-2246	(402)746-3413	WEBSTER	NEW SERVICE										
	16064343	13	GARDEN COUNTY PUBLIC SCHOOLS	200 W 4TH ST	BOX 230	OSHKOSH	NE	69154-0230	(308)772-3252	GARDEN	NEW SERVICE										
	138997	13	LEYTON PUBLIC SCHOOLS	504 MAIN ST	BOX 297	DALTON	NE	69131-0297	(308)377-2303	CHEYENNE	NEW SERVICE										
	139178	13	MINATARE PUBLIC SCHOOLS	1107 7TH ST	BOX 425	MINATARE	NE	69356-0425	(308)783-1232	SCOTTS BLUFF	NEW SERVICE										
	139039	13	POTTER-DIX PUBLIC SCHOOLS	303 WALNUT ST	BOX 189	POTTER	NE	69156-0415	(308)879-4434	CHEYENNE	NEW SERVICE										
	139153	13	SIoux COUNTY PUBLIC SCHOOLS	435 KATE ST	BOX 38	HARRISON	NE	69346-0038	(308)668-2415	SIoux	NEW SERVICE										
	138984	16	SOUTH PLATTE PUBLIC SCHOOLS	610 PLUM ST	BOX 457	BIG SPRINGS	NE	69122-0457	(308)889-3622	DEUEL	NEW SERVICE										

Order #	USAC Billed Entity Number	FEC	BILLED ENTITY NAME	BILLED ENTITY ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	COUNTY	SEEKING	Non-recurring-Grand Island, 3180 W. Hwy 34	100% Monthly-Recurring-Grand Island, 3180 W. Hwy 34	Non-recurring-Lincoln, 901 N. 17th	Total Monthly-Recurring-Lincoln, 901 N. 17th	Non-recurring-Omaha PKI, 1110 S. 67th	Total Monthly-Recurring-Omaha PKI, 1110 S. 67th	Non-recurring-Omaha, 1623 Fairview	Total Monthly-Recurring-Omaha, 1623 Fairview	Non-recurring-Scottsbluff, 4502 Ave I	Total Monthly-Recurring-Scottsbluff, 4502 Ave I
17000614	18		NEBR DEPT OF HEALTH & HUMAN SERVICES	301 CENTENNIAL MALL SOUTH	BOX 95026	LINCOLN	NE	68509-5026	(402)471-3121	LANCASTER	NEW SERVICE										
17000601	19		BROWNELL-TALBOT SCHOOL	400 N HAPPY HOLLOW BLVD		OMAHA	NE	68132-2198	(402)556-3772	DOUGLAS	NEW SERVICE										















Credit #	BILLED ENTITY NAME SITE NAME	BILLED ENTITY ADDRESS1 SITE ADDRESS 1	Current Service	Contract End	CITY	State	ZIP	PHONE	COUNTY	Current Provider	SEEKING	Non-recurring Grand Island, 3180 W. Hwy 34	Total Monthly Recurring-Grand Island, 3180 W. Hwy 34	TOTAL 48-MONTH COST	Non-recurring Lincoln, 901 N. 17th	Total Monthly Recurring-Lincoln, 901 N. 17th	TOTAL 48-MONTH COST	Non-recurring Omaha PKI, 1110 S. 67th	Total Monthly Recurring-Omaha PKI, 1110 S. 67th	TOTAL 48-MONTH COST	Non-recurring Omaha, 1623 Farnam	Total Monthly Recurring-Omaha, 1623 Farnam	TOTAL 48-MONTH COST	Non-recurring Scottsbluff, 4502 Ave I	Total Monthly Recurring-Scottsbluff, 4502 Ave I	TOTAL 48-MONTH COST	
	University of Nebraska	901 N. 17th Street; 327NH			Lincoln	NE	68588-0521	402-472-7672	Lancaster		NEW SERVICE																
40	G-L-W Co	250 5 8th Avenue	1 Mb DSL		Burwell	NE	68823-0638	308-346-4200	Garfield																		
40	G-L-W Co	250 5 8th Avenue	1 Mb DSL		Burwell	NE	68823-0638	308-346-4200	Garfield																		
40	G-L-W Co	250 5 8th Avenue	1 Mb DSL		Burwell	NE	68823-0638	308-346-4200	Garfield																		
40	G-L-W Co	250 5 8th Avenue	1 Mb DSL		Burwell	NE	68823-0638	308-346-4200	Garfield																		
40	G-L-W Co	250 5 8th Avenue	1 Mb DSL		Burwell	NE	68823-0638	308-346-4200	Garfield																		
40	G-L-W Co	250 5 8th Avenue	1 Mb DSL		Burwell	NE	68823-0638	308-346-4200	Garfield																		
40	G-L-W Co	250 5 8th Avenue	1 Mb DSL		Burwell	NE	68823-0638	308-346-4200	Garfield																		
40	G-L-W Co	250 5 8th Avenue	1 Mb DSL		Burwell	NE	68823-0638	308-346-4200	Garfield																		





Table with columns: BILLED ENTITY NAME, BILLED ENTITY ADDRESS1, Current Service, Contract End, CITY, State, ZIP, PHONE, COUNTY, Current Provider, SEEKING, Non-recurring Grand Island, Total Monthly Recurring-Grand Island, TOTAL 48-MONTH COST, Non-recurring Lincoln, Total Monthly Recurring-Lincoln, TOTAL 48-MONTH COST, Non-recurring Omaha PKI, Total Monthly Recurring-Omaha PKI, TOTAL 48-MONTH COST, Non-recurring Omaha, Total Monthly Recurring-Omaha, TOTAL 48-MONTH COST, Non-recurring Scottsbluff, Total Monthly Recurring-Scottsbluff, TOTAL 48-MONTH COST.











Pete Ricketts, Governor

## ADDENDUM ONE REVISED SCHEDULE OF EVENTS

Date: November 2, 2015

To: All Bidders

From: Robert Thompson/Michelle Thompson, Buyers  
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5153Z1  
to be opened December 18, 2015 at 2:00 p.m. Central Time

ACTIVITY	DATE/TIME
2. Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	November 6, 2015
3. Last day to submit first round written questions	November 6, 2015
4. State responds to first round written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	November 10, 2015
5. Optional Pre-Proposal Conference Location: <b>Nebraska Innovation Campus Conference Center (Room A1 &amp; A2) 2021 Transformation Drive Lincoln, NE 68508</b>  & via videoconferencing by request. Requests received after close of business November 6, 2015 may not be accommodated. Requests for video conference should submit a "Notification of Intent to Attend Pre-Proposal Conference"  <i>* Registration Advisement: Bidders are strongly encouraged to attend the Pre-Proposal Conference but attendance is not required.</i>	November 16, 2015 10:00 AM – 12:00 PM Central Time
6. Last day to submit written second round questions after Pre-Proposal conference	November 18, 2015
7. State responds to second round written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	November 20, 2015
8. Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 18, 2015 2:00 PM Central Time
9. Review for conformance of mandatory requirements	December 18, 2015

**Materiel Division • Marilyn Bottrell, Administrator**

Pete Ricketts, Governor

ACTIVITY		DATE/TIME
10.	Evaluation period	December 21, 2015 – December 23, 2015
11.	Post “Letter(s) of Intent to Contract” to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	December 24, 2015
12.	Contract finalization period	December 24, 2015 – January 29, 2016
13.	Contract award	February 1, 2016
14.	Contractor start date	February 1, 2016

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

## ADDENDUM TWO QUESTIONS and ANSWERS

Date: November 10, 2015

To: All Bidders

From: Robert Thompson/Michelle Thompson, Buyers  
AS Materiel State Purchasing Bureau

RE: Addendum, including Questions and Answers for Request for Proposal Number 5153Z1 to be opened December 18, 2015 at 2:00 p.m. Central Time

1. **Appendix A - K-12 REVISED is hereby removed in its entirety and replaced with Appendix A - K-12 REVISION TWO, attached hereto.**
2. **Appendix C – UNL Extension is hereby removed in its entirety and replaced with Appendix C – UNL Extension REVISED, attached hereto.**

### Questions and Answers

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

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.			<p>page 2 of the RFP 5153Z1, it has a form that states bidder must complete.</p> <p>Is this form to be sent in right away, or when submitting overall proposal by Dec 18<sup>th</sup>.</p> <p>If right away – who do we send it to?</p>	<p>The Request for Proposal for Contractual Services Form must be submitted with the overall proposal by the opening date and time listed in the Schedule of Events.</p> <p>N/A</p>
2.	III. Terms and Conditions DD. Penalty	Page 17	Can any portion of the Layer 2 circuits be provisioned over wireless backhaul?	The RFP does not stipulate a particular transport technology other than requiring an Ethernet

	<p>IV. Project 1 F. Scope of Work G. Technical Requirem ents</p> <p>Project 2 F. Scope of Work G. Technical Requirem ents</p>	<p>Pages 33-34;</p> <p>Pages 41-42;</p>		<p>handover to the customer and to the aggregation location. All provisioned circuits must meet or exceed the RFP's technical requirements. If a bidder is considering wireless technologies, the wireless technologies must meet or exceed the performance measures stipulated in the RFP.</p>
3.			<p>Just to confirm, does this intent form that I have submitted today also serve as our official intent to bid or is there another form that needs to be submitted? One of the ESU's reached out indicating the state asked about an intent to bid.</p>	<p>No. The intent form submitted was the Form B Notification of Intent to Attend Pre-Proposal Conference. The RFP does not provide, nor require an Intent to Bid Form.</p>

4.			<p>Charter has K-12 customers who are expiring in 2016 who are not listed in this RFP. Do those customers plan to go month to month or should they be included as part of the 2016 RFP? We are happy to provide sites names, if needed.</p>	<p>One K-12 service location was inadvertently omitted from RFP 5153. Lexington Public Schools, 300 S. Washington, Lexington, NE will be added as Appendix C, Circuit #226. See Revised Appendix C. NOTE: Hastings Public Schools and Educational Service Unit 9 in Hastings will not be bid through RFP 5153.</p>				
5.			<p>Charter is showing the location for HPAL office in Sidney at 3257 Road 109 ; the RFP has the following Are there (2) HPAL locations in Sidney.... Is (1) the extension office that we currently serve?</p> <table border="1" data-bbox="620 802 1070 871"> <tr> <td data-bbox="620 802 722 871">HPAL</td> <td data-bbox="722 802 881 871">920 Jackson Street</td> <td data-bbox="881 802 948 871"></td> <td data-bbox="948 802 1070 871">Sidney</td> </tr> </table> <p>We are showing the address of 3257 Road 109, can you please confirm?</p>	HPAL	920 Jackson Street		Sidney	<p>The HPAL (Appendix C, circuit #55) has two locations depending on how the circuit would enter the property. The circuit can be bid to either of the two corrected addresses: "3257 Road 109, Sidney, NE 69162" or "10756 Road 32N, Sidney, NE 69162". See Revised Appendix C.</p>
HPAL	920 Jackson Street		Sidney					
6.			<p>Circuit #84 showing 4502 Ave I with option of going to College Park or 4502 Ave I Scottsbluff. Is there an office in 4502 Ave that the circuit is going to separate from the aggregation point?</p>	<p>The Scottsbluff County Extension office (Appendix 'C, circuit #84) is located within the PHREC building and can be deleted from Appendix C. See revised Appendix C.</p>				
7.			<p>Circuit #116 Kearney High School looks to be current address.....should this go to the new school address on 11<sup>th</sup> St in Kearney?</p>	<p>The Kearney High School service address (Appendix 'A', circuit #116) will be changed FROM 3610 6<sup>th</sup> Avenue TO 2702 W. 11<sup>th</sup> Street in Kearney. See Appendix A revision two.</p>				
8.			<p>Circuit #146 Bayard Schools .....please explain bandwidth needs?</p>	<p>Bayard Public Schools, Appendix A, Circuit #146, is requesting pricing options for the indicated bandwidths and the ability to upgrade to any of the bandwidth options annually at E-rate application time to any of the capacities indicated during the term of the contract.</p>				

9.			Circuit #113 Gibbon Schools.....address correct for the school location needing service?	The address for Gibbon High School (Appendix A, Circuit #113) will be changed FROM 1019 Second Street, Gibbon, NE TO 1030 Court Street, Gibbon, NE. See Appendix A revision two.
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This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

Pete Ricketts, Governor

## ADDENDUM THREE OPTIONAL PRE-PROPOSAL CONFERENCE AND APPENDIX D

Date: November 13, 2015  
To: All Bidders  
From: Robert Thompson/Michelle Thompson, Buyers  
AS Materiel State Purchasing Bureau  
RE: Addendum, including Questions and Answers for Request for Proposal Number 5153Z1  
to be opened December 18, 2015 at 2:00 p.m. Central Time

1. The room for the Optional Pre-proposal Conference has moved to B1 and B2 which is in the south hallway of the Conference Center.
2. Attachment 2 – NIC Parking is being added.
3. Attachment 3 – NIC Rooms is being added.
4. Appendix D – Game & Parks is being added.
5. The following sections are hereby amended as follows:

**Section K. MANDATORY REQUIREMENTS (Page 4)**

2. Cost Proposal(s) (Appendix A, Appendix B, Appendix C, **Appendix D**).

**PROJECT 2**

INDIVIDUAL SITES AGGREGATING AT THE FOLLOWING NETWORK NEBRASKA CORE LOCATIONS  
(Appendix B, Appendix C, and **Appendix D** sites are not E-rate eligible):

**A. PROJECT OVERVIEW (Page 40)**

Each bidder will provide cost-effective, scalable and flexible high speed data transport services that can connect eligible entities listed in Appendix B, Appendix C, and **Appendix D** to Network Nebraska. In each Section the bidder may bid on one or more of the eligible entities listed in each Appendix. Each site/service within each appendix will be reviewed individually. When bidding Appendix B, Appendix C, and **Appendix D** locations, the Bidder must bid all costs to provide connectivity from the entity listed to at least one of the Network Nebraska aggregation points listed in Appendix B, Appendix C and **Appendix D**.

For Appendix B, Appendix C, and **Appendix D**, the Bidder will include transport from the identified location with connectivity through the carriers' cloud and ending at one of the identified aggregation locations.

**Materiel Division • Marilyn Bottrell, Administrator**

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Pete Ricketts, Governor

All proposals must meet the technical requirements as stated in the RFP. All Bidders may bid one or more sites/services as shown in Appendix B, Appendix C, and **Appendix D**.

**B. PROJECT ENVIRONMENT (Page 40)**

Appendix B, Appendix C, and **Appendix D** connect eligible entities to Network Nebraska at one of the identified destination locations.

**F. SCOPE OF WORK (Pages 41-42)**

The eligible entities' network connections must be bid according to the bandwidth ranges and to the acceptable aggregation sites as stipulated in Appendix B, Appendix C, and **Appendix D**.

For Appendix B, Appendix C, and **Appendix D**, each connection that is bid must be connected from the site address identified to the aggregation site address.

Appendix B, Appendix C, and **Appendix D** includes site choices that are "grayed out".

Appendix B, Appendix C, and **Appendix D** additionally identify the potential Network Nebraska Locations where transport can be handed off for each location bid.

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

Pete Ricketts, Governor

## ADDENDUM FOUR QUESTIONS and ANSWERS

Date: November 20, 2015

To: All Bidders

From: Robert Thompson/Michelle Thompson, Buyers  
AS Materiel State Purchasing Bureau

RE: Addendum, including second round questions and answers for Request for Proposal Number 5153Z1 to be opened December 18, 2015 at 2:00 p.m. Central Time

1. **Appendix C Revised – UNL Extension is hereby removed in its entirety and replaced with Appendix C Revision 2, attached hereto**  
<http://das.nebraska.gov/materiel/purchasing/5153/5153.html>

**Excel rows 946-949 of Appendix C Revised were duplicate and have been removed in Appendix C Revision 2.**

### Questions and Answers

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

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.			In the RFP, it states that in Appendix A, there are grayed out core aggregation sites and that the State will only accept bids for those core sites that are not grayed out. In the Pre-Proposal meeting, page 19 of the hand out and slide 17 state that Connectivity Expectations must reach a Network Nebraska aggregation point or Sub-aggregation point. This sounds like the two contradict	At the request of the regional ESU staff that help manage the regional WAN networks and perform filtering for school districts, the State will only accept bids to core aggregation sites that are not grayed out.

			each other. We are wondering if indeed, we can take a circuit to Omaha PKI or Omaha Carrier hotel on schools that only have for example, Scottsbluff or Grand Island NOT grayed out.	
2.			HPAL - 10756 Road 32 N, Sidney – Site is already at 40Meg – is this a new circuit request?	The bid is for service to the identified location. After the expiration of any existing service contract and based on awarded contract pricing, any current service maybe converted over to the resulting contract from this RFP.
3.			How many 10Gig ports available at College Park and 4502 Ave I, Scottsbluff for handoff per vendor?	Network Nebraska will provide enough capacity with either 1 Gigabit and/or 10 Gigabit Ethernet physical interfaces to meet the providers' required aggregation capacity for the sites that are awarded.
4.			Is separately grouping by ESUs and schools, upper Eds, Extension offices and like entities acceptable/desired?	No. Each appendix refers to a different entity with potentially different contract requirements. All bidders shall submit costs in the space provided using the provided appendixes. Content and format of Appendixes A-D must not be deviated from or altered.
5.			Understanding that we are handing off Layer2 are you taking that to a Layer3 device?	The circuit bids are for Layer-2 Ethernet service and physical handoffs to both the site bid and the corresponding core aggregation location. The immediate physical handoff will be to a Layer-2 device (i.e. an Ethernet Switch) or a Layer-3 router. A Layer-3 topology will be utilized over the Layer-2 connectivity that is provided. In some cases MPLS may also be used which is generally considered to lie between the traditional definitions of Layer-2 (the data link layer) and Layer-3 (the network layer).
6.	O. Cost	37	This section indicates the bidder must include all fees, taxes and pass-through charges in its bid. Will the circuits up for bid be considered "interstate" or	According to the FCC Form 499-A instructions, February 2013, "Intrastate telecommunications means communications or transmission between points within the same State, Territory,

			<p>“intrastate” in nature for determining whether the Universal Service Fund charge applies (if “interstate” in nature) or the Nebraska Universal Service Fund charge applies (if “intrastate” in nature)? How will that determination be made?</p>	<p>or possession of the United States, or the District of Columbia”. Since all of the circuits bid on RFP 5153, Appendices A, B, C, D originate and terminate within the State of Nebraska, all circuits should be considered “Intrastate” and exempt from the Universal Service Fund charge.</p>
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This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

Pete Ricketts, Governor

## ADDENDUM SIX REVISED SCHEDULE OF EVENTS

Date: February 1, 2016  
To: All Bidders  
From: Robert Thompson/Michelle Thompson, Buyers  
AS Materiel State Purchasing Bureau  
RE: Addendum for Request for Proposal Number 5153Z1

	ACTIVITY	DATE/TIME
12.	Contract finalization period	<del>December 24, 2015</del> To Be Determined – <del>January 29, 2016</del>
13.	Contract award	<del>February 1, 2016</del> To Be Determined
14.	Contractor start date	<del>February 1, 2016</del> To Be Determined

Pete Ricketts, Governor

## ADDENDUM FIVE REVISED SCHEDULE OF EVENTS

Date: December 24, 2015  
To: All Bidders  
From: Robert Thompson/Michelle Thompson, Buyers  
AS Materiel State Purchasing Bureau  
RE: Addendum for Request for Proposal Number 5153Z1

ACTIVITY		DATE/TIME
11.	Post "Letter(s) of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	<del>December 24, 2015</del> To Be Determined
12.	Contract finalization period	<del>December 24, 2015</del> To Be Determined – January 29, 2016
13.	Contract award	February 1, 2016
14.	Contractor start date	February 1, 2016

**State of Nebraska (State Purchasing Bureau)  
REQUEST FOR PROPOSAL FOR CONTRACTUAL  
SERVICES FORM**

RETURN TO:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508  
Phone: 402-471-6500  
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
<b>5153Z1</b>	<b>October 23, 2015</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>December 18, 2015 2:00 p.m. Central Time</b>	<b>Robert Thompson / Michelle Thompson</b>

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5153Z1 for the purpose of selecting a qualified Contractor to provide High speed transport services for participants of Network Nebraska-Education.

Written first round questions are due no later than November 6, 2015, and should be submitted via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov) Written questions may also be sent by facsimile to (402) 471-2089.

Written second round questions are due no later than November 18, 2015, and should be submitted via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov) Written questions may also be sent by facsimile to (402) 471-2089.

An Optional Pre-Proposal Conference will be held on November 16, 2015 at 10:00 AM Central Time, at a location to be determined, Lincoln NE 68508 and via Video Conferencing by request.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

**PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.**

1. Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by Law **WILL BE POSTED FOR PUBLIC VIEWING.**

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602.02. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone

or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

### **BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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

\_\_\_\_ **NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

\_\_\_\_ I hereby certify that I am a **Resident disabled veteran or business located in a designated enterprise zone** in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: \_\_\_\_\_

COMPLETE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED NAME & TITLE OF SIGNER: \_\_\_\_\_

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## GLOSSARY OF TERMS

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

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

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

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

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

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

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

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

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

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

**Amendment:** A written correction or alteration to a document.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Contract Period:** The duration of the contract.

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

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

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

**Core Site:** The term refers to the high capacity communication facilities that connect primary nodes. Core sites provide paths for the exchange of information between different sub-networks. Core sites are the communication aggregation locations for regional sub-networks.

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

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

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

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

**Documentation:** The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

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

**E-rate:** The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access.

**Ethernet Frame:** A data packet on an Ethernet link is called an Ethernet frame. See also [http://en.wikipedia.org/wiki/Ethernet\\_frame](http://en.wikipedia.org/wiki/Ethernet_frame).

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

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

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

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

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

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

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

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

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

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

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

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Link Aggregation Control Protocol (LACP):** The vendor-independent standard Link Aggregation Control Protocol (LACP) for Ethernet defined in IEEE 802.1AX and IEEE 802.1aq or the previous IEEE 802.3ad.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

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

**Must:** See Shall/Will/Must.

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

**Network Nebraska—Education:** The Nebraska statewide telecommunications network comprised of over 285 educational entities from K-12 and higher education, public and private.

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

Purchasing Bureau.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Proposal:** See Bid/Proposal.

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

**Protest/Grievance:** A complaint about a governmental action or decision related to a Request for Proposal or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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

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

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

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

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

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

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

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

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

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

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

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

**Should:** Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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

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

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

**Vendor Performance Report:** A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State

Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

## ACRONYMN LIST

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

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

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

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

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

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

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

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

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

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

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

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

**I. SCOPE OF THE REQUEST FOR PROPOSAL**

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 5153Z1 for the purpose of selecting a qualified Contractor(s) to provide High speed transport services for participants of Network Nebraska-Education. Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued from the date of award through June 30, 2020. The contract has the option to renew for four (4) additional one (1) year periods as mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

**ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:**  
<http://das.nebraska.gov/materiel/purchasing.html>

**A. SCHEDULE OF EVENTS**

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	<b>ACTIVITY</b>	<b>DATE/TIME</b>
1.	Release Request for Proposal	October 23, 2015
2.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	November 6, 2015
3.	Last day to submit first round written questions	November 6, 2015
4.	State responds to first round written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	November 10, 2015
5.	Optional Pre-Proposal Conference Location: To be Determined, Lincoln Ne. & via videoconferencing by request. Requests received after close of business November 6, 2015 may not be accommodated. Requests for video conference should submit a "Notification of Intent to Attend Pre-Proposal Conference" <i>* Registration Advisement: Bidders are strongly encouraged to attend the Pre-Proposal Conference but attendance is not required.</i>	November 16, 2015 10:00 AM Central Time
6.	Last day to submit written second round questions after Pre-Proposal conference	November 18, 2015
7.	State responds to second round written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	November 20, 2015
8.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 18, 2015 2:00 PM Central Time
9.	Review for conformance of mandatory requirements	December 18, 2015
10.	Evaluation period	December 21, 2015 – December 23, 2015
11.	Post "Letter(s) of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	December 24, 2015
12.	Contract finalization period	December 24, 2015 – January 29, 2016
13.	Contract award	February 1, 2016
14.	Contractor start date	February 1, 2016

## **II. PROCUREMENT PROCEDURES**

### **A. PROCURING OFFICE AND CONTACT PERSON**

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Robert Thompson / Michelle Thompson  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508

Telephone: 402-471-6500  
Facsimile: 402-471-2089  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

### **B. GENERAL INFORMATION**

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing High speed transport services for participants of Network Nebraska-Education at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

### **C. CUSTOMER SERVICE**

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Subcontractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

### **D. COMMUNICATION WITH STATE STAFF AND EVALUATORS**

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a Contractor is preliminarily selected, as documented in the intent to contract, that Contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations;
3. state staff and/or Contractor staff present at the Pre-Proposal Conference when recognized by the State Purchasing Bureau staff facilitating the meeting for the purpose of addressing questions; and
4. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

**E. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5153Z1; High speed transport services for participants of Network Nebraska-Education Questions". It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Robert Thompson / Michelle Thompson, showing the total number of pages transmitted, and clearly marked "RFP Number 5153Z1; High speed transport services for participants of Network Nebraska-Education Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

**F. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on the date, time and location shown in the Schedule of Events. Attendance at the pre-proposal conference is optional. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the Request for Proposal requirements. The State will make every reasonable attempt to answer those questions before the end of the conference. Bidders attending the pre-proposal meeting may submit further questions in writing for questions which the bidder requires an official written response as shown in the Schedule of Events.

Written answers to written questions along with a list of conference attendees will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events. Verbal responses provided during the pre-proposal meeting shall not be binding on the State of Nebraska.

**G. SUBMISSION OF PROPOSALS**

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original of the entire proposal should be submitted. Proposals must be submitted by the proposal due date and time. **A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials.** All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal 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, it is likely that the proposal will be rejected.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

**H. PROPOSAL OPENING**

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

**I. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

**J. REJECTION OF PROPOSALS**

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

**K. MANDATORY REQUIREMENTS**

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request For Proposal For Contractual Services form, signed in ink;
2. Cost Proposal(s) (Appendix A, Appendix B, Appendix C).

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

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

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

- a. Documentation from the United States Armed Forces confirming service;
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

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

**L. REFERENCE CHECKS**

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects. The State may use a third-party to conduct reference checks.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor

quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks, and negative references may eliminate bidders from consideration for award.

**M. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All bidders should be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

**N. VIOLATION OF TERMS AND CONDITIONS**

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

1. Rejection of a bidder's proposal;
2. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**III. TERMS AND CONDITIONS**

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

**A. GENERAL**

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

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

**B. AWARD**

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

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to

award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:  
<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:  
[http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf)

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

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

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

The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

**D. PERMITS, REGULATIONS, LAWS**

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

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**E. OWNERSHIP OF INFORMATION AND DATA**

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

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to the contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

**F. INSURANCE REQUIREMENTS**

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

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under the contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

<b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</b>	
Coverage A	Statutory
Coverage B	Statutory
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$1,000,000 per occurrence
<b>SUBROGATION WAIVER</b>	
"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."	
<b>LIABILITY WAIVER</b>	
"The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."	

**4. EVIDENCE OF COVERAGE**

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

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

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**G. COOPERATION WITH OTHER CONTRACTORS**

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

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

**H. INDEPENDENT CONTRACTOR**

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

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

**I. CONTRACTOR RESPONSIBILITY**

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

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

**J. CONTRACTOR PERSONNEL**

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

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by the Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

**K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

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

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**L. CONFLICT OF INTEREST**

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

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

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

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

**M. PROPOSAL PREPARATION COSTS**

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

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, or in any other activity related to bidding on this Request for Proposal.

**N. ERRORS AND OMISSIONS**

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

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

**O. BEGINNING OF WORK**

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

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

**P. ASSIGNMENT BY THE STATE**

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**Q. ASSIGNMENT BY THE CONTRACTOR**

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

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

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

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

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

**S. GOVERNING LAW**

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

**T. ATTORNEY'S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**U. ADVERTISING**

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**V. STATE PROPERTY**

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

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

**W. SITE RULES AND REGULATIONS**

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

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

**X. NOTIFICATION**

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

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II. A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
  
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

**Y. EARLY TERMINATION**

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable;
  - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
  - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

**Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**AA. BREACH BY CONTRACTOR**

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

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**BB. ASSURANCES BEFORE BREACH**

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**CC. ADMINISTRATION – CONTRACT TERMINATION**

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

1. Contractor must provide confirmation that upon contract termination all deliverables prepares in accordance with this agreement shall become the property of the State of Nebraska subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor’s routine back up procedures.

**DD. PENALTY**

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

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of penalty due the State of \$500.00 dollars per day per circuit or service, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

The contract expectation is for a service that, at a minimum, will meet required specifications 99.955% of the year - equivalent to a maximum of 4 total hours of downtime/service non-compliance per year. Any service not meeting contract specifications to include violation of QoS parameters will incur a contract performance penalty according to the following formula:

For every hour and fraction of an hour of service violation, 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 penalty). Penalty duration will round up to the next whole hour.

Example: Intermittent connectivity from 9:15a-2:20p on the same day; Duration of the actual service violation would be 5 hours and 5 minutes. Violation assessment is rounded up to the next whole hour, so the duration is considered as 6 total hours. A yearly downtime credit of 4 hours can be applied to account for the 99.955% performance expectation yielding a 2 hour penalty violation and 2 days of service credit due. The 4 hour credit can only be applied in one hour whole increments with a total of 4 hours of remission during any given calendar year.

**EE. FORCE MAJEURE**

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**FF. PROHIBITION AGAINST ADVANCE PAYMENT**

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**GG. PAYMENT**

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

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

**HH. INVOICES**

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

Invoices for payments must be submitted by the Contractor as described in Section IV. Project 1, M. Billing and Section IV. Project 2, M. Billing, with sufficient detail to support payment. Invoices for the high speed transport service will be issued to the entity being served by such services. The terms and conditions included in the Contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any

such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**II. RIGHT TO AUDIT**

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of ten (10) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any Subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

**JJ. TAXES**

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

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

**KK. INSPECTION AND APPROVAL**

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**LL. CHANGES IN SCOPE/CHANGE ORDERS**

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

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

**MM. SEVERABILITY**

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

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**NN. CONFIDENTIALITY**

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

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**OO. PROPRIETARY INFORMATION**

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

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

**PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

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

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**QQ. STATEMENT OF NON-COLLUSION**

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

**RR. PRICES**

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

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

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

Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**SS. BEST AND FINAL OFFER**

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

The State will compile the final scores for all parts of each proposal. The award may be granted to the lowest responsible bidder. Alternatively, bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated based on cost. The award will then be granted to the lowest responsible bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**TT. ETHICS IN PUBLIC CONTRACTING**

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

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

**UU. INDEMNIFICATION**

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

**1. GENERAL**

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and

expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

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

**VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

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

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

**WW. ANTITRUST**

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

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with the contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

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

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

**YY. TIME IS OF THE ESSENCE**

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

Time is of the essence in the contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

**ZZ. RECYCLING**

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

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

**AAA. DRUG POLICY**

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

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

**BBB. EMPLOYEE WORK ELIGIBILITY STATUS**

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>  
  
The completed United States Attestation Form should be submitted with the Request for Proposal response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**CCC. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

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

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

**DDD. POLITICAL SUB-DIVISIONS**

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

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as “all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations.” A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**EEE. OFFICE OF PUBLIC COUNSEL**

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

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to NEB. REV. STAT. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

**FFF. LONG-TERM CARE OMBUDSMAN**

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

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

**GGG. LICENSE/SERVICE OR OTHER AGREEMENTS**

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

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State’s Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions. This clause does not apply to any third party license or service agreements.

#### IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The objective of this RFP is to update and expand the network that is currently in place to serve the eligible education entities of Network Nebraska as defined by Neb. Rev. Stat. 79-1201.01(3). Network Nebraska is defined in Neb. Rev. Stat. 86-5,100 (LB1208, 2006). Network Nebraska shall consist of contractual agreements with providers to meet the demand of state agencies, local governments, and educational entities. Such network shall provide access to a reliable and affordable infrastructure capable of carrying a spectrum of services and applications, including distance education across the state. Only E-rate eligible entities will apply for E-rate discounts.

The State of Nebraska bids these services on behalf of numerous E-rate eligible education entities across the State. Each 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 deadline of mid-March, 2016 and each succeeding year. Once Intents to Contract have been announced by the State, each contractor must work expeditiously toward a signed contract in order to allow enough time for the local approval process. Failure to reach a signed contract with the State prior to Friday, January 29, 2016, may risk negation of purchases for the July 1, 2016 through June 30, 2017 performance year.

The bidder may present supplemental text for any of the sections following the "Accept (Initial)", "Reject (Initial)", "Reject & Provide Alternative within RFP Response (Initial)" table. If a bidder must state noncompliance on any Technical Requirement, they must complete the "Notes/Comments" field in the table immediately following such section. "Notes/Comments" responses should be used only with a narrative response explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully understood. The State of Nebraska shall determine in its sole discretion whether or not the bidder's alternative is an acceptable alternative.

The following link provides entity site location and geolocation data.

<https://www.google.com/fusiontables/DataSource?docid=1HZWH30bpZw5rO5vDCFIhs8qIn-0MqMxsp4QPRy9A>

#### A. E-RATE

The originating FCC Form 470 number for this RFP is 160001443.

Each Bidder must have a Service Provider Identification Number (SPIN) from the Universal Service Administrative Company and be eligible to participate in the Universal Service Fund discount program for telecommunications services provided to the E-rate eligible entities. Bidder agrees to provide any discounts, including any accrued credits, for which the entity is eligible under the Universal Service Fund for school telecommunications services. Bidder will, at its expense, prepare and file all carrier documents and reports required for the eligible entities to receive the benefit of such discounts and credits. The Bidder's Service Provider Identification Number (SPIN) issued to bidder by the Universal Service Administrative Company must be included in the responding bid.

As required by federal law, providers of eligible services must comply with the Lowest Corresponding Price (LCP) rule:

**1. 47 CFR § 54.500(f)**

Lowest corresponding price is the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services. ("Similarly situated" means the "geographic service area" in which a service provider is seeking to serve customers with any of its E-rate services.)

**2. 47 CFR § 54.511(b)**

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

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

As required by USAC policy, the contractor must retain documents from the bidding process through five (5) 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.

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

The bidder should provide the following information in response to this Request for Proposal and must provide prior to contract award.

**Service Provider Identification Number (SPIN):** \_\_\_\_\_

## **PROJECT 1**

### **INDIVIDUAL SITES AGGREGATING AT THE FOLLOWING NETWORK NEBRASKA CORE LOCATIONS (Appendix A sites are e-rate eligible):**

Project 1 is a bid for Ethernet connectivity from Network Nebraska participant locations to one or more of the listed core aggregate locations (below). An award will be made for each participant location to a single core aggregation location based on lowest cost.

- a. Omaha (2 locations)
- b. Lincoln
- c. Grand Island
- d. Scottsbluff

#### **NOTES:**

- a. All services listed above will be offered to Schools and Libraries and therefore must meet E-rate guidelines for eligible services, products, service providers and contracts.
- b. All State agencies, the University of Nebraska, political subdivisions and other "eligible participants" will be allowed to purchase off of this contract.
- c. There is no guarantee that any or all of the institutions listed will purchase any or all of the services requested in this RFP.
- d. Network Nebraska has five (5) major network node locations that are used as "core" aggregation points:
  - i. Peter Kiewit Institute  
University of Nebraska – Omaha  
1110 South 67th Street, Room 166  
Omaha, Nebraska 68182-0694
  - ii. NCC Carrier "Hotel"/NCC Co-location Centers, LLC.  
1623 Farnam Street, Suite 300A  
Omaha, NE 68102
  - iii. University of Nebraska Computing Services Network  
Room 230 Nebraska Hall  
University of Nebraska-Lincoln  
901 North 17th Street  
Lincoln, Nebraska 68588-0521
  - iv. College Park  
3180 W Hwy 34. Room 208.5  
Grand Island, NE 68801-7279
  - v. Panhandle Research and Extension Center  
4502 Avenue I  
Scottsbluff, NE 69361-4939

#### **A. PROJECT OVERVIEW**

The objective of this section of the RFP is to identify a Contractor or Contractors who will design, develop, and implement high-speed data connectivity that will meet the current and future telecommunications needs of eligible participants over the term of the contract. Each bidder will provide cost-effective, scalable and flexible high speed data transport services that can connect eligible entities listed in Appendix A to Network Nebraska. In each Section the bidder may bid on one or more of the eligible entities listed in each Appendix. Each site/service within each appendix will be reviewed individually. When bidding Appendix A locations, the Bidder must bid all costs to provide connectivity from the entity listed to at least one of the Network Nebraska aggregation points listed in the Appendix A.

For Appendix A, the Bidder will include transport from the identified location with connectivity through the carriers' cloud and ending at one of the identified aggregation locations. Connectivity back to the aggregation location must have the capacity to support all eligible entities bid transmitting at full capacity at any given time. A one (1) Gigabit Ethernet interface physical hand-off is required as a minimum for the connection at the identified aggregation locations. The cost for connectivity back to the aggregation location MUST be figured into the MRC (monthly recurring charge) for the individual sites being bid. The State of Nebraska will not accept separate costs for the aggregation ports that connect all of the eligible entities to Network Nebraska. All co-location data center cross-connect and fiber path costs needed to provide the physical interface hand-over to Network Nebraska equipment

will be the responsibility of the bidder. A co-location space will be provided at the aggregation locations for the Contractor.

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

All proposals must meet the technical requirements as stated in the RFP. All Bidders may bid one or more sites/services as shown in Appendix A. In appendix A, K-12 sites are arranged numerically by ESU and alphabetically by billed entity name.

The State requires the Bidder to bid a multi-purpose transport connection to interconnect the listed institutions along with the corresponding services that considers present, as well as future, state-of-the-art technologies.

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

**B. PROJECT ENVIRONMENT**

The current environment consists of a multi-provider layer-2 high-speed Ethernet network. Multiple provider clouds connect to the various eligible entities. Appendix A connects eligible entities to Network Nebraska at one of the identified destination locations.

**C. PROJECT REQUIREMENTS**

The K-12 schools and educational service units that require this service must be converted during the month of July 2016 and the month of July for each succeeding year. The circuits should be installed and tested by the first Friday in August 2016 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 2016 and each succeeding year or incur a penalty (see Section III, DD Penalty). Existing service must remain active until the final cutover (see D. Transition Requirement). The State of Nebraska is cognizant of a growing demand for bandwidth. The State is interested in identifying contractor(s) who will meet the current and future telecommunications needs of eligible participants over the term of the contract. The contractor(s) will provide a cost-effective, scalable, and flexible transport service that will be able to meet the demands of the network participants and it is expected the services would meet any future needs of other eligible participants as deemed appropriate. Bidders shall identify services that are a normal part of their offering without additional fees.

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

**D. TRANSITION REQUIREMENT**

Upon award of the contract to a new vendor, the Contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 90 calendar days after the expiration or termination of the contract for a price not to exceed those prices set forth in the contract.

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

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

The State and the Contractor may conduct an annual review of the contract to review service offerings and pricing. These reviews may result in expanding the services offered by the Contractor to include new pricing elements or pricing modifications associated with improved economies of scale and/or technological innovations. Changes in the industry related to regulation and/or pricing mechanisms may also result in modification of rates identified in the services offered by the Contractor. These reviews will commence at the request of the State.

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

**F. SCOPE OF WORK**

The Contractor shall design, develop and implement a high-speed, IP-based, layer-2, Ethernet, wide area network to interconnect eligible entities as requested. The network interface to the customer's CPE must physically be Ethernet with the capability to provide multiple virtual Ethernet interfaces via 802.1Q VLAN tagging.

The eligible entities' network connections must be bid according to the bandwidth ranges and to the acceptable aggregation sites as stipulated in Appendix A. The conversion will be performed over the summer of 2016 and each succeeding year and must be as transparent as possible with completion by the first Friday in August 2016 and each succeeding year.

For Appendix A, each connection that is bid must be connected from the site address identified to the aggregation site address. The core aggregation site connectivity MUST have the capacity to support all eligible entities connectivity to the core site transmitting at full capacity over a single 1 Gigabit Ethernet interface or over a single 10 Gigabit Ethernet interface; multiple interfaces are allowed only as a redundant path for the primary connectivity. The new connectivity capacity can be aggregated at an existing "core" site interface as long as overall capacity of the core interface is not exceeded due to the introduction of the additional remote site capacity. The State will not allow a separate cost for this "aggregation connection", that cost must be included as part of the individual site or sites being bid.

Appendix A includes site choices that are "grayed out". The State will only accept bids for the bandwidths cited between the locations and the core aggregation sites that are not "grayed out". The Bidder can choose to give a price to bring the eligible entity back to any one or more of the eligible core destination locations except locations that are "grayed out" within the Appendix. For locations where multiple speeds have been requested, the State will add all bandwidths bid to arrive at a total overall site cost that will be the basis for a lowest cost award.

All bids for a single service location to multiple aggregation points will be compared against each other. Each service location will only have one award and the State will award the lowest cost bid from that service location to one of the identified locations that meets the technical requirements as stated in the RFP.

The support of end-to-end customer VLANs (C-VLANs) is REQUIRED. Support can be provided either by using the IEEE 802.1ad provider bridging standard (also referred to as QinQ tunneling), or by directly bridging the customer VLANs from end-to-end, without C-VLAN modification and without provider interaction. For example; as a customer VLAN tagged packet travels from a customer to the service provider, a customer-specific 802.1Q tag is added by the provider to each packet. This additional tag is used to segregate traffic into service-provider-defined service VLANs (S-VLANs). The original customer 802.1Q tag of the packet remains and is transmitted transparently, passing through the service provider's network. The Service Provider VLAN (S-VLAN) tag is added on egress for incoming packets, optionally including untagged packets. As the packet leaves the S-VLAN in the downstream direction, the service provider 802.1Q tag is removed, leaving the original customer tag on the packet.

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

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

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

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

**G. TECHNICAL REQUIREMENTS**

The bidder must provide a network design in which:

1. Layer 2 (802.1q/802.1p) VLAN and QoS tags must be allowed through the provided network connection and must remain unchanged by the provider.
2. Ethernet frames containing a 1500 byte payload (for a total minimum supported Ethernet frame size of 1542 bytes), must be allowed and flow as a single complete frame without any fragmentation by the provider's equipment. Reference: [http://en.wikipedia.org/wiki/Ethernet\\_frame](http://en.wikipedia.org/wiki/Ethernet_frame)
3. Layer 2 performance must be adequate to support jitter and latency sensitive applications (i.e. video over IP).
4. The network interface to the customer's CPE must be an Ethernet-based handover connection. The connection must support either 802.1q tagged frames or must support 802.1ad provider bridging. Network Nebraska WILL NOT coordinate customer VLAN tags with the provider; the provider must either tunnel the customer VLAN tags through the provider network or must leave the customer VLAN tags unchanged from end-to-end.
5. Allow participating institutions to manage their own IP address space and routing.
6. Performance metrics on contracted circuits must be provided to Network Nebraska staff within 24 hours of request.
7. Network Nebraska must be notified within 24 hours of performing QoS changes, network monitoring changes or any other network changes that may have a positive or negative effect on performance as outlined in the RFP.
8. The provided connection must be tested to prove performance before it will be considered complete and usable. Testing according to ITU-T Y.156sam or RFC-2544 for performance, frame-loss and latency is preferred but detailed performance, frame-loss, latency and QOS test disclosure is also acceptable. Testing must validate the minimum frame size specified is supported.
9. Every connection's receive AND transmit capacity must each meet or exceed the bandwidth amount that is bid. Testing must validate that capacity meets the amount purchased before the connection will be considered complete and usable.

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

**H. 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 educational entities, and the State. The alignment will be part of the contract finalization, however the bidder will respond to this RFP assuming the following responsibilities.

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

The State of Nebraska and educational entity management staff will:

- a. Provide overall project direction and management.
- b. Review and approve all project plans and deliverables.

- c. Ensure that technical assistance and support are provided during the Contractor's implementation phases and ongoing upgrade design of this project.
- d. Establish project management guidelines by meeting with the Contractor's project management team as needed.
- e. Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project.
- f. Coordinate other resources as needed to support the implementation process.
- g. Provide on-site assistance, as needed during the implementation phases of the project.
- h. Assist the Contractor in identifying eligible participants in the network as well as establishing guidelines with the Contractor for ordering, moving, adding or changing services.

**2. CONTRACTOR**

The Contractor will:

- a. Coordinate and administer the requirements of the network service(s) that are proposed.
- b. Maintain toll free lines for voice and facsimile from the State to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of a service disruption. The Contractor will provide information regarding intent to maintain its facilities after project implementation has been completed.
- c. Maintain toll free voice lines for after-hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of contact for all services and equipment provided by the contract, including services and equipment subcontracted to another vendor.
- d. Provide upon request, technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Contractor will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.
- e. Provide upon request, detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be available to the State electronically in a format agreed upon by the Contractor and the State to allow for import into various computer programs.
- f. Provide upon request, basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.

If the Contractor is working with other "last mile" telecommunication providers to create an end to end solution, the Contractor must provide the State with technical contacts for the "last mile" provider.

If the bidder intends to Subcontract any part of its performance hereunder, the bidder must provide:

- a. name, address, and telephone number of the Subcontractor(s);
- b. specific tasks for each Subcontractor(s);
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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 performance 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.

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

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

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

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The Bidder should submit with their proposal response, and must provide prior to award, 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 project approach, scope of work, 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.

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

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The State will provide detailed billing instructions for each order as placed. In some cases the billed entity will be a consolidated billing to the State in an electronic format. For E-rate eligible entities, the Contractor may be instructed to bill each entity directly to ensure that appropriate E-rate processing can be accomplished. The Contractor must comply with all applicable E-rate requirements. The State may request a copy or summary of billings to other entities. Billings for the Individual Sites High Speed WAN must comply with the following specific requirements:

1. Eligible participants must file contract orders for equipment or services under this section that specifies the number and location of sites.
2. The billing to all eligible participants in a region for services under this section must reflect a cost per Individual location.
3. The Contractor must bill each entity directly that connects to the statewide network, rather than presenting a consolidated billing to the State of Nebraska.

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**N. 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). The Bidder must be willing to file Tariffs with the PSC specific to the network proposed in their bid. The Bidder must be willing to accept direct payment for USF and NUSF contributions to their proposed network. The bidder must include these contributions in their bid prices.

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**O. COST**

Proposals will address the impact of normal growth, as well as planned and unplanned network expansion or service enhancement. All prices shall be proposed as an individual location/school cost on a recurring or non-recurring basis. **All bidder costs must be reflected in either the monthly recurring or non-recurring charges. All fees, taxes and pass-through charges such as NUSF must also be included in the cost. No additional charges will be accepted.** The State shall not be required to purchase any specific service or minimum quantities of network services. The quantities provided are for the sole purpose of assisting the Bidders in preparation of their proposals and for the State to consider the feasibility of the proposed network solutions. The State shall not be responsible for any cost that is not identified in the Bidder's cost proposal. The State will not consider bids that offer discounts based upon the number of network locations that join the network.

Please display costs in the format provided in the Appendix. The bid prices listed must include the cost of doing business as indicated below. Simply placing a cost number in the appropriate cell is all that is needed.

**1. NETWORK EQUIPMENT AND HARDWARE COSTS**

Network equipment and hardware (non-CPE) will be part of and included in the itemized circuit costs. Circuit costs will be bundled costs and must include all necessary components needed to utilize the circuit at the bandwidth bid.

**2. INSTALLATION COSTS**

If non-recurring installation/set-up charges are applicable, these rates shall be delineated in the cost portion of the proposal. This cost for the circuit installation shall include all one-time costs associated with termination to the demarcation point from the network side and/or fees associated with interconnection to local exchange carriers.

- a. All fees that would be incurred for a fully functioning end-to-end connection, whether recurring or non-recurring, must be included in the cost. All cross-connect, and facilities related charges that would be incurred to physically connect the circuit to Network Nebraska equipment on both ends must be included in the cost.

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

The Bidder will include costs for software, warranty, and maintenance of the provided circuits in the service rates.

- a. Software includes any initial or upgraded software required by each item of equipment proposed for the network to perform as a fully functional, integrated part of the Bidder's network and associated service rates. The software costs shall include all of the following applicable costs:
  - i. Initial purchase and installation costs.
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  - v. Costs and procedures related to the transfer of the software from damaged or out of service equipment to new equipment and the reprogramming of the software to place equipment spares into service and to meet changing network needs.

**4. QUANTITY**

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

**5. PROPOSAL COST TABULATION**

The proposal cost will be tabulated with an intent to award made based on the monthly recurring costs multiplied by the applicable length of service in months (48), not to include extensions, plus the one-time non-recurring costs.

SAMPLE—Bidder 'B' is awarded School X based on lowest overall cost for 48 months.

Entity	Bandwidth	Bidder 'A' NRC	Bidder 'A' MRC	Bidder 'A' 48-month Cost	Bidder 'B' NRC	Bidder 'B' MRC	Bidder 'B' 48-month Cost
School X	100Mbps	\$0	\$500	\$24,000	\$100	\$450	\$21,700
School X	200Mbps	\$0	\$600	\$28,800	\$100	\$550	\$26,500
School X	300Mbps	\$0	\$700	\$33,600	\$100	\$650	\$31,300
School X	400Mbps	\$0	\$800	\$38,400	\$100	\$750	\$36,100
Total				\$124,800			\$115,600

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**PROJECT 2**

**INDIVIDUAL SITES AGGREGATING AT THE FOLLOWING NETWORK NEBRASKA CORE LOCATIONS (Appendix B and Appendix C sites are not e-rate eligible):**

**A. PROJECT OVERVIEW**

The objective of this section of the RFP is to identify a Contractor or Contractors who will design, develop, and implement high-speed data connectivity that will meet the current and future telecommunications needs of eligible participants over the term of the contract. Each bidder will provide cost-effective, scalable and flexible high speed data transport services that can connect eligible entities listed in Appendix B and Appendix C to Network Nebraska. In each Section the bidder may bid on one or more of the eligible entities listed in each Appendix. Each site/service within each appendix will be reviewed individually. When bidding Appendix B and Appendix C locations, the Bidder must bid all costs to provide connectivity from the entity listed to at least one of the Network Nebraska aggregation points listed in Appendix B and Appendix C.

For Appendix B and Appendix C, the Bidder will include transport from the identified location with connectivity through the carriers' cloud and ending at one of the identified aggregation locations. Connectivity back to the aggregation location must have the capacity to support all eligible entities bid transmitting at full capacity at any given time. A one (1) Gigabit Ethernet interface physical hand-off is required as a minimum for the connection at the identified aggregation locations. The cost for connectivity back to the aggregation location MUST be figured into the MRC (monthly recurring charge) for the individual sites being bid. The State of Nebraska will not accept separate costs for the aggregation ports that connect all of the eligible entities to Network Nebraska. All co-location data center cross-connect and fiber path costs needed to provide the physical interface hand-over to Network Nebraska equipment will be the responsibility of the bidder. A co-location space will be provided at the aggregation locations for the Contractor.

Eligible entities may include colleges, universities, state government and political subdivisions. 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. All Bidders may bid one or more sites/services as shown in Appendix B and Appendix C.

The State requires the Bidder to bid a multi-purpose transport connection to interconnect the listed institutions along with the corresponding services that considers present, as well as future, state-of-the-art technologies.

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**B. PROJECT ENVIRONMENT**

The current environment consists of a multi-provider layer-2 high-speed Ethernet network. Multiple provider clouds connect to the various eligible entities. Appendix B and Appendix C connects eligible entities to Network Nebraska at one of the identified destination locations.

**C. PROJECT REQUIREMENTS**

Existing service must remain active until the final cutover (see D Transition Requirement). The State of Nebraska is cognizant of a growing demand for bandwidth. The State is interested in identifying contractor(s) who will meet the current and future telecommunications needs of eligible participants over the term of the contract. The contractor(s) will provide a cost-effective, scalable, and flexible transport service that will be able to meet the demands of the network participants and it is expected the services would meet any future needs of other eligible participants as deemed appropriate. Bidders shall identify services that are a normal part of their offering without additional fees.

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

**D. TRANSITION REQUIREMENT**

Upon award of the contract to a new vendor, the Contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 90 calendar days after the expiration or termination of the contract for a price not to exceed those prices set forth in the contract.

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

The State and the Contractor may conduct an annual review of the contract to review service offerings and pricing. These reviews may result in expanding the services offered by the Contractor to include new pricing elements or pricing modifications associated with improved economies of scale and/or technological innovations. Changes in the industry related to regulation and/or pricing mechanisms may also result in modification of rates identified in the services offered by the Contractor. These reviews will commence at the request of the State.

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**F. SCOPE OF WORK**

The Contractor shall design, develop and implement a high-speed, IP-based, layer-2, Ethernet, wide area network to interconnect eligible entities as requested. The network interface to the customer’s CPE must physically be Ethernet with the capability to provide multiple virtual Ethernet interfaces via 802.1Q VLAN tagging.

The eligible entities’ network connections must be bid according to the bandwidth ranges and to the acceptable aggregation sites as stipulated in Appendix B and Appendix C.

For Appendix B and Appendix C, each connection that is bid must be connected from the site address identified to the aggregation site address. The core aggregation site connectivity MUST have the capacity to support all eligible entities connectivity to the core site transmitting at full capacity over a single 1 Gigabit Ethernet interface or over a single 10 Gigabit Ethernet interface; multiple interfaces are allowed only as a redundant path for the primary connectivity. The new connectivity capacity can be aggregated at an existing “core” site interface as long as overall capacity of the core interface is not exceeded due to the introduction of the additional remote site capacity. The State will not allow a separate cost for this “aggregation connection”, that cost must be included as part of the individual site or sites being bid.

Appendix B and Appendix C includes site choices that are “grayed out”. The State will only accept bids for the bandwidths cited between the locations and the core aggregation sites that are not “grayed out”. The Bidder can choose to give a price to bring the eligible entity back to any one or more of the eligible core destination locations except locations that are “grayed out” within the Appendix. For locations where multiple speeds have been requested, the State will add all bandwidths bid to arrive at a total overall site cost that will be the basis for a lowest cost award.

All bids for a single service location to multiple aggregation points will be compared against each other. Each service location will only have one award and the State will award the lowest cost bid from that service location to one of the identified locations that meets the technical requirements as stated in the RFP.

The support of end-to-end customer VLANs (C-VLANs) is REQUIRED. Support can be provided either by using the IEEE 802.1ad provider bridging standard (also referred to as QinQ tunneling), or by directly bridging the customer VLANs from end-to-end, without C-VLAN modification and without provider interaction. For example; as a customer VLAN tagged packet travels from a customer to the service provider, a customer-specific 802.1Q tag is added by the provider to each packet. This additional tag is used to segregate traffic into service-provider-defined service VLANs (S-VLANs). The original customer 802.1Q tag of the packet remains and is transmitted transparently, passing through the service provider's network. The Service Provider VLAN (S-VLAN) tag is added on egress for incoming packets, optionally including untagged packets. As the packet leaves the S-VLAN in the downstream direction, the service provider 802.1Q tag is removed, leaving the original customer tag on the packet.

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

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

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

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**G. TECHNICAL REQUIREMENTS**

The bidder must provide a network design in which:

1. Layer 2 (802.1q/802.1p) VLAN and QoS tags must be allowed through the provided network connection and must remain unchanged by the provider.
2. Ethernet frames containing a 1500 byte payload (for a total minimum supported Ethernet frame size of 1542 bytes), must be allowed and flow as a single complete frame without any fragmentation by the provider's equipment. Reference: [http://en.wikipedia.org/wiki/Ethernet\\_frame](http://en.wikipedia.org/wiki/Ethernet_frame)
3. Layer 2 performance must be adequate to support jitter and latency sensitive applications (i.e. video over IP).
4. The network interface to the customer's CPE must be an Ethernet-based handover connection. The connection must support either 802.1q tagged frames or must support 802.1ad provider bridging. Network Nebraska WILL NOT coordinate customer VLAN tags with the provider; the provider must either tunnel the customer VLAN tags through the provider network or must leave the customer VLAN tags unchanged from end-to-end.
5. Allow participating institutions to manage their own IP address space and routing.
6. Performance metrics on contracted circuits must be provided to Network Nebraska staff within 24 hours of request.
7. Network Nebraska must be notified within 24 hours of performing QoS changes, network monitoring changes or any other network changes that may have a positive or negative effect on performance as outlined in the RFP.
8. The provided connection must be tested to prove performance before it will be considered complete and usable. Testing according to ITU-T Y.156sam or RFC-2544 for performance, frame-loss and latency is preferred but detailed performance, frame-loss, latency and QOS test disclosure is also acceptable. Testing must validate the minimum frame size specified is supported.
9. Every connection's receive AND transmit capacity must each meet or exceed the bandwidth amount that is bid. Testing must validate that capacity meets the amount purchased before the connection will be considered complete and usable.

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**H. 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 educational entities, and the State. The alignment will be part of the contract finalization, however the bidder will respond to this RFP assuming the following responsibilities.

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

The State of Nebraska and educational entity management staff will:

- a. Provide overall project direction and management.
- b. Review and approve all project plans and deliverables.
- c. Ensure that technical assistance and support are provided during the Contractor's implementation phases and ongoing upgrade design of this project.
- d. Establish project management guidelines by meeting with the Contractor's project management team as needed.
- e. Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project.
- f. Coordinate other resources as needed to support the implementation process.
- g. Provide on-site assistance, as needed during the implementation phases of the project.
- h. Assist the Contractor in identifying eligible participants in the network as well as establishing guidelines with the Contractor for ordering, moving, adding or changing services.

**2. CONTRACTOR**

The Contractor will:

- a. Coordinate and administer the requirements of the network service(s) that are proposed.
- b. Maintain toll free lines for voice and facsimile from the State to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of a service disruption. The Contractor will provide information regarding intent to maintain its facilities after project implementation has been completed.
- c. Maintain toll free voice lines for after-hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of contact for all services and equipment provided by the contract, including services and equipment subcontracted to another vendor.
- d. Provide upon request, technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Contractor will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.
- e. Provide upon request, detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be available to the State electronically in a format agreed upon by the Contractor and the State to allow for import into various computer programs.
- f. Provide upon request, basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.

If the Contractor is working with other "last mile" telecommunication providers to create an end to end solution, the Contractor must provide Network Nebraska with technical contacts for the "last mile" provider.

If the bidder intends to Subcontract any part of its performance hereunder, the bidder must provide:

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1. Eligible participants must file contract orders for equipment or services under this section that specifies the number and location of sites.
2. The billing to all eligible participants in a region for services under this section must reflect a cost per Individual location.
3. The Contractor must present a consolidated bill to the University of Nebraska.

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SAMPLE—Bidder ‘B’ is awarded Site X based on lowest overall cost for 48 months.

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Site X	200Mbps	\$0	\$600	\$28,800	\$100	\$550	\$26,500
Site X	300Mbps	\$0	\$700	\$33,600	\$100	\$650	\$31,300
Site X	400Mbps	\$0	\$800	\$38,400	\$100	\$750	\$36,100
Total				\$124,800			\$115,600

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

**DELIVERABLES**

See Appendices A, B, and C.

**Form A**  
**Bidder Contact Sheet**

**Request for Proposal Number 5153Z1**

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

**Form B**

**Notification of Intent to Attend Pre-Proposal Conference**

**Request for Proposal Number 5153Z1**

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	
Number of Attendees (in person):	
Number of Attendees (via video conferencing) Request for Videoconferencing must Indicate public site request. State of Nebraska will make the arrangements.	

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via e-mail ([as.materie purchasing@nebraska.gov](mailto:as.materie purchasing@nebraska.gov)), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.













































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Circuit #	BILLED ENTITY NAME FIBER SITE NAME	BILLED ENTITY ADDRESS FIBER SITE ADDRESS	CITY	ZIP	PHONE	COUNTY	SEEKING	Non-recurring Grand Island, 3180 W. Hwy 34	Total Monthly Recurring Grand Island, 3180 W. Hwy 34	Non- recurring North Platte- South, 601 W. State Farm Rd	Total Monthly Recurring North Platte- South, 601 W. State Farm Rd	Non- recurring Norfolk, 801 E. Benjamin	Total Monthly Recurring Norfolk, 801 E. Benjamin	Non- recurring Omaha, 1623 Farnam	Total Monthly Recurring Omaha, 1623 Farnam	Non- recurring Omaha, PKI, 1110 S. 67th	Total Monthly Recurring Omaha, PKI, 1110 S. 67th	Non- recurring Scottsbluff, 4502 Ave I	Total Monthly Recurring Scottsbluff, 4502 Ave I	Non- recurring Wayne, 1111 Main St.	Total Monthly Recurring Wayne, 1111 Main St.	Non- recurring Lincoln, 901 N. 17th	Total Monthly Recurring Lincoln, 901 N. 17th
<b>HIGHER EDUCATION ENTITIES</b>																							
17	NORTH PLATTE SOUTH CAMPUS	601 W STATE FARM RD	NORTH PLATTE	69101	(308)535-3600	LINCOLN	1,000 Mbps to GRAND ISLAND																
	<b>MIDLAND UNIVERSITY</b>	<b>900 N CLARKSON ST</b>	<b>FREMONT</b>	<b>68028</b>	<b>(402)941-6268</b>	<b>DODGE</b>																	
19	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	1,000 Mbps to GRAND ISLAND																
19	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	2,000 Mbps to GRAND ISLAND																
19	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	3,000 Mbps to GRAND ISLAND																
19	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	4,000 Mbps to GRAND ISLAND																
19	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	5,000 Mbps to GRAND ISLAND																
19	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	6,000 Mbps to GRAND ISLAND																
19	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	7,000 Mbps to GRAND ISLAND																
19	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	8,000 Mbps to GRAND ISLAND																
19	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	9,000 Mbps to GRAND ISLAND																
19	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	10,000 Mbps to GRAND ISLAND																
20	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	1,000 Mbps to OMAHA or LINCOLN																
20	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	2,000 Mbps to OMAHA or LINCOLN																
20	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	3,000 Mbps to OMAHA or LINCOLN																
20	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	4,000 Mbps to OMAHA or LINCOLN																
20	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	5,000 Mbps to OMAHA or LINCOLN																
20	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	6,000 Mbps to OMAHA or LINCOLN																
20	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	7,000 Mbps to OMAHA or LINCOLN																
20	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	8,000 Mbps to OMAHA or LINCOLN																
20	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	9,000 Mbps to OMAHA or LINCOLN																
20	FREMONT CAMPUS	900 N CLARKSON ST	FREMONT	68028	(402)941-6268	DODGE	10,000 Mbps to OMAHA or LINCOLN																
	<b>UNION COLLEGE</b>	<b>3800 S 48TH</b>	<b>LINCOLN</b>	<b>68506</b>	<b>(402)486-2600</b>	<b>LANCASTER</b>																	
21	EVERETT DICK ADMIN BLDG	3800 S 48TH	LINCOLN	68506	(402)486-2511	LANCASTER	100 Mbps to LINCOLN																
21	EVERETT DICK ADMIN BLDG	3800 S 48TH	LINCOLN	68506	(402)486-2511	LANCASTER	200 Mbps to LINCOLN																
21	EVERETT DICK ADMIN BLDG	3800 S 48TH	LINCOLN	68506	(402)486-2511	LANCASTER	300 Mbps to LINCOLN																
21	EVERETT DICK ADMIN BLDG	3800 S 48TH	LINCOLN	68506	(402)486-2511	LANCASTER	400 Mbps to LINCOLN																
21	EVERETT DICK ADMIN BLDG	3800 S 48TH	LINCOLN	68506	(402)486-2511	LANCASTER	500 Mbps to LINCOLN																
21	EVERETT DICK ADMIN BLDG	3800 S 48TH	LINCOLN	68506	(402)486-2511	LANCASTER	600 Mbps to LINCOLN																
21	EVERETT DICK ADMIN BLDG	3800 S 48TH	LINCOLN	68506	(402)486-2511	LANCASTER	700 Mbps to LINCOLN																
21	EVERETT DICK ADMIN BLDG	3800 S 48TH	LINCOLN	68506	(402)486-2511	LANCASTER	800 Mbps to LINCOLN																
21	EVERETT DICK ADMIN BLDG	3800 S 48TH	LINCOLN	68506	(402)486-2511	LANCASTER	900 Mbps to LINCOLN																
21	EVERETT DICK ADMIN BLDG	3800 S 48TH	LINCOLN	68506	(402)486-2511	LANCASTER	1,000 Mbps to LINCOLN																













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Circuit #	BILLED ENTITY NAME SITE NAME	BILLED ENTITY ADDRESS1 SITE ADDRESS 1	Current Service	Contract End	CITY	State	ZIP	PHONE	COUNTY	Current Provider	SEEKING	Non-recurring Grand Island, 3180 W. Hwy 34	Total Monthly Recurring-- Grand Island, 3180 W. Hwy 34	TOTAL 48-MONTH COST	Non-recurring Lincoln, 901 N. 17th	Total Monthly Recurring-- Lincoln, 901 N. 17th	TOTAL 48-MONTH COST	Non-recurring Omaha PKI, 1110 S. 67th	Total Monthly Recurring-- Omaha PKI, 1110 S. 67th	TOTAL 48-MONTH COST	Non-recurring Omaha, 1623 Farnam	Total Monthly Recurring-- Omaha, 1623 Farnam	TOTAL 48-MONTH COST	Non-recurring Scottsbluff, 4502 Ave I	Total Monthly Recurring-- Scottsbluff, 4502 Ave I		
42	GPVREC-Clay Center	111 West Fairfield	15 Mb	11/1/2016	Clay Center	NE	68933-1499	402-762-3644	Clay	Windstream	25 Mbps																
42	GPVREC-Clay Center	111 West Fairfield	15 Mb	11/1/2016	Clay Center	NE	68933-1499	402-762-3644	Clay	Windstream	30 Mbps																
42	GPVREC-Clay Center	111 West Fairfield	15 Mb	11/1/2016	Clay Center	NE	68933-1499	402-762-3644	Clay	Windstream	40 Mbps																
42	GPVREC-Clay Center	111 West Fairfield	15 Mb	11/1/2016	Clay Center	NE	68933-1499	402-762-3644	Clay	Windstream	50 Mbps																
42	GPVREC-Clay Center	111 West Fairfield	15 Mb	11/1/2016	Clay Center	NE	68933-1499	402-762-3644	Clay	Windstream	75 Mbps																
	University of Nebraska	901 N. 17th Street; 327NH			Lincoln	NE	68588-0521	402-472-7672	Lancaster		NEW SERVICE																
43	Greeley Co.	101 South Kildare	512 Kb Cable		Greeley	NE	68842-0290	308-428-2835	Greeley		2 Mbps																
43	Greeley Co.	101 South Kildare	512 Kb Cable		Greeley	NE	68842-0290	308-428-2835	Greeley		3 Mbps																
43	Greeley Co.	101 South Kildare	512 Kb Cable		Greeley	NE	68842-0290	308-428-2835	Greeley		4 Mbps																
43	Greeley Co.	101 South Kildare	512 Kb Cable		Greeley	NE	68842-0290	308-428-2835	Greeley		5 Mbps																
43	Greeley Co.	101 South Kildare	512 Kb Cable		Greeley	NE	68842-0290	308-428-2835	Greeley		7.5 Mbps																
43	Greeley Co.	101 South Kildare	512 Kb Cable		Greeley	NE	68842-0290	308-428-2835	Greeley		10 Mbps																
43	Greeley Co.	101 South Kildare	512 Kb Cable		Greeley	NE	68842-0290	308-428-2835	Greeley		12 Mbps																
43	Greeley Co.	101 South Kildare	512 Kb Cable		Greeley	NE	68842-0290	308-428-2835	Greeley		15 Mbps																
43	Greeley Co.	101 South Kildare	512 Kb Cable		Greeley	NE	68842-0290	308-428-2835	Greeley		20 Mbps																
	University of Nebraska	901 N. 17th Street; 327NH			Lincoln	NE	68588-0521	402-472-7672	Lancaster		NEW SERVICE																
44	Gundmundsen Ranch	3 miles north, then 5 miles east of Whitman	DSL	month to month	Whitman	NE	68366	308-696-6711	Grant	UNL Telecom	2 Mbps																
44	Gundmundsen Ranch	3 miles north, then 5 miles east of Whitman	DSL	month to month	Whitman	NE	68366	308-696-6711	Grant	UNL Telecom	3 Mbps																
44	Gundmundsen Ranch	3 miles north, then 5 miles east of Whitman	DSL	month to month	Whitman	NE	68366	308-696-6711	Grant	UNL Telecom	4 Mbps																
44	Gundmundsen Ranch	3 miles north, then 5 miles east of Whitman	DSL	month to month	Whitman	NE	68366	308-696-6711	Grant	UNL Telecom	5 Mbps																
44	Gundmundsen Ranch	3 miles north, then 5 miles east of Whitman	DSL	month to month	Whitman	NE	68366	308-696-6711	Grant	UNL Telecom	7.5 Mbps																
44	Gundmundsen Ranch	3 miles north, then 5 miles east of Whitman	DSL	month to month	Whitman	NE	68366	308-696-6711	Grant	UNL Telecom	10 Mbps																
44	Gundmundsen Ranch	3 miles north, then 5 miles east of Whitman	DSL	month to month	Whitman	NE	68366	308-696-6711	Grant	UNL Telecom	12 Mbps																
44	Gundmundsen Ranch	3 miles north, then 5 miles east of Whitman	DSL	month to month	Whitman	NE	68366	308-696-6711	Grant	UNL Telecom	15 Mbps																
44	Gundmundsen Ranch	3 miles north, then 5 miles east of Whitman	DSL	month to month	Whitman	NE	68366	308-696-6711	Grant	UNL Telecom	20 Mbps																
	University of Nebraska	901 N. 17th Street; 327NH			Lincoln	NE	68588-0521	402-472-7672	Lancaster		NEW SERVICE																
45	Hamilton	1111 13th Street-Suite 6 Courthouse	10 Mb		Aurora	NE	68818-0308	402-694-6174	Hamilton		10 Mbps																
45	Hamilton	1111 13th Street-Suite 6 Courthouse	10 Mb		Aurora	NE	68818-0308	402-694-6174	Hamilton		15 Mbps																
45	Hamilton	1111 13th Street-Suite 6 Courthouse	10 Mb		Aurora	NE	68818-0308	402-694-6174	Hamilton		20 Mbps																
45	Hamilton	1111 13th Street-Suite 6 Courthouse	10 Mb		Aurora	NE	68818-0308	402-694-6174	Hamilton		25 Mbps																
45	Hamilton	1111 13th Street-Suite 6 Courthouse	10 Mb		Aurora	NE	68818-0308	402-694-6174	Hamilton		30 Mbps																
45	Hamilton	1111 13th Street-Suite 6 Courthouse	10 Mb		Aurora	NE	68818-0308	402-694-6174	Hamilton		40 Mbps																
45	Hamilton	1111 13th Street-Suite 6 Courthouse	10 Mb		Aurora	NE	68818-0308	402-694-6174	Hamilton		50 Mbps																
45	Hamilton	1111 13th Street-Suite 6 Courthouse	10 Mb		Aurora	NE	68818-0308	402-694-6174	Hamilton		75 Mbps																
	University of Nebraska	901 N. 17th Street; 327NH			Lincoln	NE	68588-0521	402-472-7672	Lancaster		NEW SERVICE																
46	Hall Counry Ext	3180 W. Highway 34			Grand Island	NE	68801-7279	308-385-5088	Hall		2 Mbps																
46	Hall Counry Ext	3180 W. Highway 34			Grand Island	NE	68801-7279	308-385-5088	Hall		3 Mbps																
46	Hall Counry Ext	3180 W. Highway 34			Grand Island	NE	68801-7279	308-385-5088	Hall		4 Mbps																
46	Hall Counry Ext	3180 W. Highway 34			Grand Island	NE	68801-7279	308-385-5088	Hall		5 Mbps																
46	Hall Counry Ext	3180 W. Highway 34			Grand Island	NE	68801-7279	308-385-5088	Hall		7.5 Mbps																
46	Hall Counry Ext	3180 W. Highway 34			Grand Island	NE	68801-7279	308-385-5088	Hall		10 Mbps																
46	Hall Counry Ext	3180 W. Highway 34			Grand Island	NE	68801-7279	308-385-5088	Hall		12 Mbps																
46	Hall Counry Ext	3180 W. Highway 34			Grand Island	NE	68801-7279	308-385-5088	Hall		15 Mbps																
46	Hall Counry Ext	3180 W. Highway 34			Grand Island	NE	68801-7279	308-385-5088	Hall		20 Mbps																
	University of Nebraska	901 N. 17th Street; 327NH			Lincoln	NE	68588-0521	402-472-7672	Lancaster		NEW SERVICE																
47	Harlan	706 Second Street	DSL		Alma	NE	68920-0258	308-928-2119	Harlan		2 Mbps																
47	Harlan	706 Second Street	DSL		Alma	NE	68920-0258	308-928-2119	Harlan		3 Mbps																
47	Harlan	706 Second Street	DSL		Alma	NE	68920-0258	308-928-2119	Harlan		4 Mbps																
47	Harlan	706 Second Street	DSL		Alma	NE	68920-0258	308-928-2119	Harlan		5 Mbps																
47	Harlan	706 Second Street	DSL		Alma	NE	68920-0258	308-928-2119	Harlan		7.5 Mbps																
47	Harlan	706 Second Street	DSL		Alma	NE	68920-0258	308-928-2119	Harlan		10 Mbps																
47	Harlan	706 Second Street	DSL		Alma	NE	68920-0258	308-928-2119	Harlan		12 Mbps																
47	Harlan	706 Second Street	DSL		Alma	NE	68920-0258	308-928-2119	Harlan		15 Mbps																
47	Harlan	706 Second Street	DSL		Alma	NE	68920-0258	308-928-2119	Harlan		20 Mbps																















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Circuit #	BILLED ENTITY NAME SITE NAME	BILLED ENTITY ADDRESS1 SITE ADDRESS 1	Current Service	Contract End	CITY	State	ZIP	PHONE	COUNTY	Current Provider	SEEKING	Non-recurring Grand Island, 3180 W. Hwy 34	Total Monthly Recurring-- Grand Island, 3180 W. Hwy 34	TOTAL 48-MONTH COST	Non-recurring Lincoln, 901 N. 17th	Total Monthly Recurring-- Lincoln, 901 N. 17th	TOTAL 48-MONTH COST	Non-recurring Omaha PKI, 1110 S. 67th	Total Monthly Recurring-- Omaha PKI, 1110 S. 67th	TOTAL 48-MONTH COST	Non-recurring Omaha, 1623 Farnam	Total Monthly Recurring-- Omaha, 1623 Farnam	TOTAL 48-MONTH COST	Non-recurring Scottsbluff, 4502 Ave I	Total Monthly Recurring-- Scottsbluff, 4502 Ave I	
93	Washington	597 Grant Street	5 Mb		Blair	NE	68008	402-426-9455	Washington		12 Mbps															
93	Washington	597 Grant Street	5 Mb		Blair	NE	68008	402-426-9455	Washington		14 Mbps															
93	Washington	597 Grant Street	5 Mb		Blair	NE	68008	402-426-9455	Washington		16 Mbps															
93	Washington	597 Grant Street	5 Mb		Blair	NE	68008	402-426-9455	Washington		20 Mbps															
	University of Nebraska	901 N. 17th Street; 327NH			Lincoln	NE	68588-0521	402-472-7672	Lancaster		NEW SERVICE															
94	Water Resources Field Lab	1650 Rd. West 120			Big Springs	NE	69122	308-696-6711	Deuel		2 Mbps															
94	Water Resources Field Lab	1650 Rd. West 120			Big Springs	NE	69122	308-696-6711	Deuel		3 Mbps															
94	Water Resources Field Lab	1650 Rd. West 120			Big Springs	NE	69122	308-696-6711	Deuel		4 Mbps															
94	Water Resources Field Lab	1650 Rd. West 120			Big Springs	NE	69122	308-696-6711	Deuel		5 Mbps															
94	Water Resources Field Lab	1650 Rd. West 120			Big Springs	NE	69122	308-696-6711	Deuel		7.5 Mbps															
94	Water Resources Field Lab	1650 Rd. West 120			Big Springs	NE	69122	308-696-6711	Deuel		10 Mbps															
94	Water Resources Field Lab	1650 Rd. West 120			Big Springs	NE	69122	308-696-6711	Deuel		12 Mbps															
94	Water Resources Field Lab	1650 Rd. West 120			Big Springs	NE	69122	308-696-6711	Deuel		15 Mbps															
94	Water Resources Field Lab	1650 Rd. West 120			Big Springs	NE	69122	308-696-6711	Deuel		20 Mbps															
	University of Nebraska	901 N. 17th Street; 327NH			Lincoln	NE	68588-0521	402-472-7672	Lancaster		NEW SERVICE															
95	Wayne Co.	510 N Pearl Street	3 Mb Fiber		Wayne	NE	68787-1939	402-375-3310	Wayne		2 Mbps															
95	Wayne Co.	510 N Pearl Street	3 Mb Fiber		Wayne	NE	68787-1939	402-375-3310	Wayne		3 Mbps															
95	Wayne Co.	510 N Pearl Street	3 Mb Fiber		Wayne	NE	68787-1939	402-375-3310	Wayne		4 Mbps															
95	Wayne Co.	510 N Pearl Street	3 Mb Fiber		Wayne	NE	68787-1939	402-375-3310	Wayne		5 Mbps															
95	Wayne Co.	510 N Pearl Street	3 Mb Fiber		Wayne	NE	68787-1939	402-375-3310	Wayne		7.5 Mbps															
95	Wayne Co.	510 N Pearl Street	3 Mb Fiber		Wayne	NE	68787-1939	402-375-3310	Wayne		10 Mbps															
95	Wayne Co.	510 N Pearl Street	3 Mb Fiber		Wayne	NE	68787-1939	402-375-3310	Wayne		12 Mbps															
95	Wayne Co.	510 N Pearl Street	3 Mb Fiber		Wayne	NE	68787-1939	402-375-3310	Wayne		15 Mbps															
95	Wayne Co.	510 N Pearl Street	3 Mb Fiber		Wayne	NE	68787-1939	402-375-3310	Wayne		20 Mbps															
	University of Nebraska	901 N. 17th Street; 327NH			Lincoln	NE	68588-0521	402-472-7672	Lancaster		NEW SERVICE															
96	WCREC NP	402 West State Farm Road	200 Mb Fiber Ethernet	2/29/2016	North Platte	NE	69101-7751	308-696-6711	Lincoln	Charter Business	100 Mbps															
96	WCREC NP	402 West State Farm Road	200 Mb Fiber Ethernet	2/29/2016	North Platte	NE	69101-7751	308-696-6711	Lincoln	Charter Business	150 Mbps															
96	WCREC NP	402 West State Farm Road	200 Mb Fiber Ethernet	2/29/2016	North Platte	NE	69101-7751	308-696-6711	Lincoln	Charter Business	200 Mbps															
96	WCREC NP	402 West State Farm Road	200 Mb Fiber Ethernet	2/29/2016	North Platte	NE	69101-7751	308-696-6711	Lincoln	Charter Business	250 Mbps															
96	WCREC NP	402 West State Farm Road	200 Mb Fiber Ethernet	2/29/2016	North Platte	NE	69101-7751	308-696-6711	Lincoln	Charter Business	300 Mbps															
96	WCREC NP	402 West State Farm Road	200 Mb Fiber Ethernet	2/29/2016	North Platte	NE	69101-7751	308-696-6711	Lincoln	Charter Business	400 Mbps															
96	WCREC NP	402 West State Farm Road	200 Mb Fiber Ethernet	2/29/2016	North Platte	NE	69101-7751	308-696-6711	Lincoln	Charter Business	500 Mbps															
96	WCREC NP	402 West State Farm Road	200 Mb Fiber Ethernet	2/29/2016	North Platte	NE	69101-7751	308-696-6711	Lincoln	Charter Business	750 Mbps															
	University of Nebraska	901 N. 17th Street; 327NH			Lincoln	NE	68588-0521	402-472-7672	Lancaster		NEW SERVICE															
97	Webster	621 N Cedar			Red Cloud	NE	68970-2397	402-746-3417	Webster		2 Mbps															
97	Webster	621 N Cedar			Red Cloud	NE	68970-2397	402-746-3417	Webster		3 Mbps															
97	Webster	621 N Cedar			Red Cloud	NE	68970-2397	402-746-3417	Webster		4 Mbps															
97	Webster	621 N Cedar			Red Cloud	NE	68970-2397	402-746-3417	Webster		5 Mbps															
97	Webster	621 N Cedar			Red Cloud	NE	68970-2397	402-746-3417	Webster		7.5 Mbps															
97	Webster	621 N Cedar			Red Cloud	NE	68970-2397	402-746-3417	Webster		10 Mbps															
97	Webster	621 N Cedar			Red Cloud	NE	68970-2397	402-746-3417	Webster		12 Mbps															
97	Webster	621 N Cedar			Red Cloud	NE	68970-2397	402-746-3417	Webster		15 Mbps															
97	Webster	621 N Cedar			Red Cloud	NE	68970-2397	402-746-3417	Webster		20 Mbps															
	University of Nebraska	901 N. 17th Street; 327NH			Lincoln	NE	68588-0521	402-472-7672	Lancaster		NEW SERVICE															
98	York County Ext	2345 Nebraska Avenue	10 Mb	11/1/2016	York	NE	68467-1104	402-362-5508	York	Windstream	10 Mbps															
98	York County Ext	2345 Nebraska Avenue	10 Mb	11/1/2016	York	NE	68467-1104	402-362-5508	York	Windstream	15 Mbps															
98	York County Ext	2345 Nebraska Avenue	10 Mb	11/1/2016	York	NE	68467-1104	402-362-5508	York	Windstream	20 Mbps															
98	York County Ext	2345 Nebraska Avenue	10 Mb	11/1/2016	York	NE	68467-1104	402-362-5508	York	Windstream	25 Mbps															
98	York County Ext	2345 Nebraska Avenue	10 Mb	11/1/2016	York	NE	68467-1104	402-362-5508	York	Windstream	30 Mbps															
98	York County Ext	2345 Nebraska Avenue	10 Mb	11/1/2016	York	NE	68467-1104	402-362-5508	York	Windstream	40 Mbps															
98	York County Ext	2345 Nebraska Avenue	10 Mb	11/1/2016	York	NE	68467-1104	402-362-5508	York	Windstream	50 Mbps															
98	York County Ext	2345 Nebraska Avenue	10 Mb	11/1/2016	York	NE	68467-1104	402-362-5508	York	Windstream	75 Mbps															

























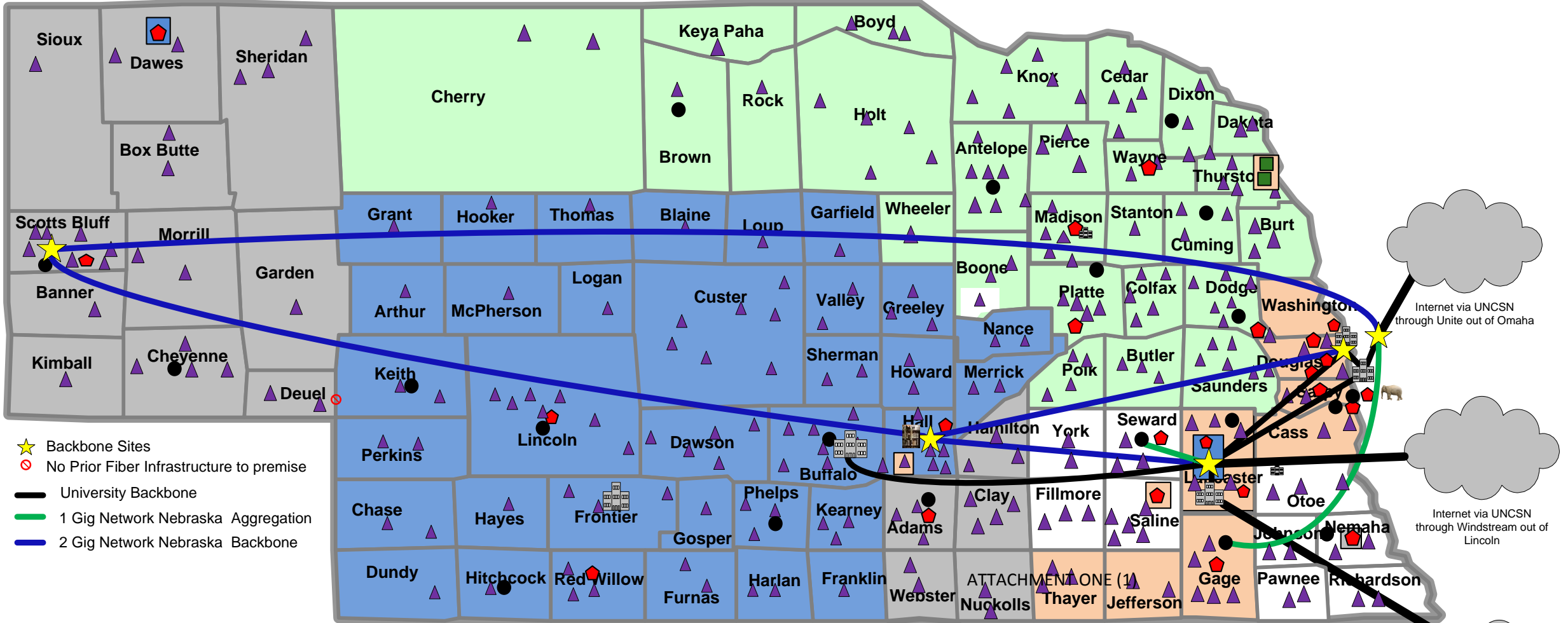






# Network Nebraska – Education 2014

ATTACHMENT ONE (1)



- ★ Backbone Sites
- ⊙ No Prior Fiber Infrastructure to premise
- University Backbone
- 1 Gig Network Nebraska Aggregation
- 2 Gig Network Nebraska Backbone

**Green Background**  
North Central/North East Regions  
in year 2007

- ▲ 81 School Districts
- 5 ESU Offices (1, 2, 7, 8, & 17)
- ◆ 2 College campuses

**Blue Background**  
South Central Regions  
In year 2008

- ▲ 78 School districts
- 4 ESU Offices (10, 11, 15, & 16)
- ◆ 4 College campuses
- NU (NCTA, UNK)

**Gray Background**  
Western/South East Regions  
In year 2009

- ▲ 39 School districts
- 2 ESU Offices (9, 13)
- ◆ 3 College campus

**Salmon Background**  
Southeast Region  
in years 2010 to 2012

- ▲ 26 School districts
- 4 ESU Offices (3, 5, 18, & 19)
- ◆ 8 College campuses
- 2 Tribal Colleges
- 🐘 Henry Doorly Zoo
- 📖 Grand Island Public Library
- NU (UNO, UNL, UNMC)

**White Shading Background**  
Southeast Region  
in year 2013 to 2014

- ▲ 22 School districts
- 2 ESUs (4, 6)
- ◆ 1 College

Revised: 9/29/2014 LLR

Internet 2 (KC GigaPop)  
via UNL campus in  
Lincoln

Nebraska Innovation Campus  
 2021 Transformation Drive  
 Lincoln, NE 68508

innovate.unl.edu

North Antelope Valley Pkwy

North Antelope Valley Pkwy

North 27th Street

Conference Center Parking

Enter Here for the  
 NIC Conference Center

Enter &  
 Exit Here

Enter &  
 Exit Here

C Lot:  
 Student  
 Parking

**Buildings**

- 1 Ice Box
- 2 Devaney Center
- 3 Fiber Hotel
- 4 Innovation Commons
- 5 Food Innovation Center
- 6 Greenhouse Innovation Center
- 7 CRES Pump House

**Nebraska Innovation Campus Map**

**Landmarks**

- Greenspace Area
- Paved Area
- Gravel Area
- Completed Roads
- Campus Buildings

**Parking**

- A Lot  
(Public & Visitor Parking)
- Perimeter Parking  
(Lincoln Stars & Devaney Lots)
- Devaney Parking  
(Donor Parking Lots)
- C Lot  
(Student Parking)
- SDL Parking  
(Reserved Tenant & Visitor)
- Accessible Parking
- Visitor Parking

Salt Creek Roadway

Salt Creek Roadway

N 21st St

Transformation Dr

Public Lot 1

Lot 2

C Lot

Lot 1

Lot 2

Lot 3

Lot 4

Lot 1

57

58

51

2

54

52

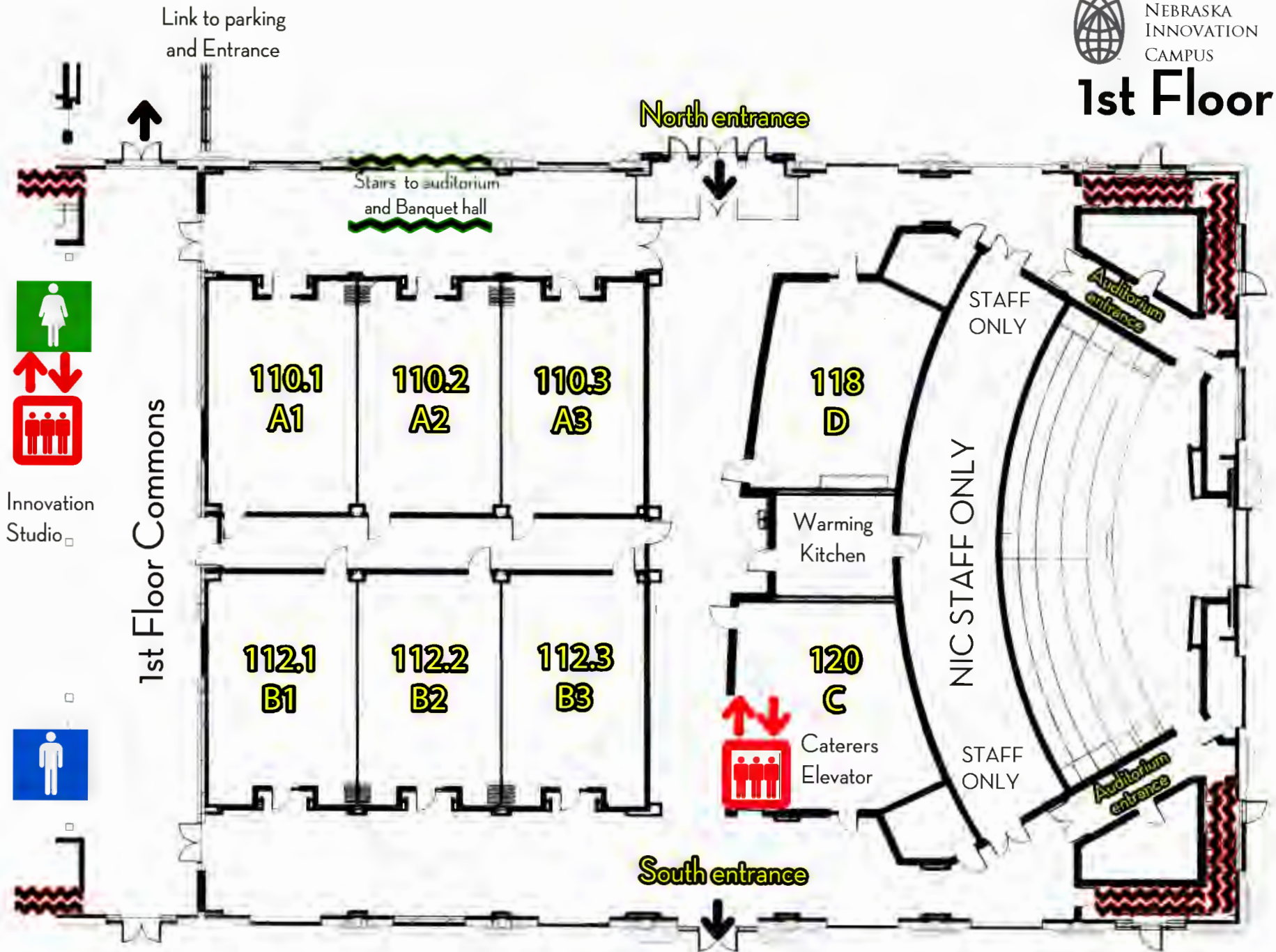
3

4

5

6

7



  
  
 Innovation Studio



### Map Legend

-  Women's Restroom
-  Men's Restroom
-  Elevator
-  Stairs
-  Emergency Stairs

FIRM: \_\_\_\_\_

Circuit #	BILLED ENTITY NAME SITE NAME	BILLED ENTITY ADDRESS1 SITE ADDRESS 1	CITY	State	ZIP	PHONE	COUNTY	SEEKING	Non-recurring Grand Island, 3180 W. Hwy 34	Total Monthly Recurring-- Grand Island, 3180 W. Hwy 34	TOTAL 48-MONTH COST	Non-recurring Lincoln, 901 N. 17th	Total Monthly Recurring-- Lincoln, 901 N. 17th	TOTAL 48-MONTH COST	Non-recurring Omaha PKI, 1110 S. 67th	Total Monthly Recurring-- Omaha PKI, 1110 S. 67th	TOTAL 48-MONTH COST	Non-recurring Omaha, 1623 Farnam	Total Monthly Recurring-- Omaha, 1623 Farnam	TOTAL 48-MONTH COST	Non-recurring Scottsbluff, 4502 Ave I	Total Monthly Recurring-- Scottsbluff, 4502 Ave I	TOTAL 48-MONTH COST
<b>RFP 5153 APPENDIX D</b>																							
	<b>Game and Parks Commission</b>	<b>2200 N 33 Street</b>	<b>Lincoln</b>	<b>NE</b>	<b>68503</b>	<b>402-471-5549</b>	<b>Lancaster</b>	<b>NEW SERVICE</b>															
1	Schramm Park State Recreation Area Aksarben Aquarium	21502 W. Hwy 31	Gretna	NE	68028	402-332-3901	Sarpy	40 Mbps															
1	Schramm Park State Recreation Area Aksarben Aquarium	21502 W. Hwy 31	Gretna	NE	68028	402-332-3901	Sarpy	50 Mbps															
1	Schramm Park State Recreation Area Aksarben Aquarium	21502 W. Hwy 31	Gretna	NE	68028	402-332-3901	Sarpy	75 Mbps															
1	Schramm Park State Recreation Area Aksarben Aquarium	21502 W. Hwy 31	Gretna	NE	68028	402-332-3901	Sarpy	100 Mbps															
1	Schramm Park State Recreation Area Aksarben Aquarium	21502 W. Hwy 31	Gretna	NE	68028	402-332-3901	Sarpy	150 Mbps															
1	Schramm Park State Recreation Area Aksarben Aquarium	21502 W. Hwy 31	Gretna	NE	68028	402-332-3901	Sarpy	200 Mbps															
1	Schramm Park State Recreation Area Aksarben Aquarium	21502 W. Hwy 31	Gretna	NE	68028	402-332-3901	Sarpy	250 Mbps															
	<b>Game and Parks Commission</b>	<b>2200 N 33 Street</b>	<b>Lincoln</b>	<b>NE</b>	<b>68503</b>	<b>402-471-5549</b>	<b>Lancaster</b>	<b>NEW SERVICE</b>															
2	Louisville State Recreation Area, Administrative Office	15810 Hwy 50	Louisville	NE	68037-0279	402-887-5414	Cass	40 Mbps															
2	Louisville State Recreation Area, Administrative Office	15810 Hwy 50	Louisville	NE	68037-0279	402-887-5414	Cass	50 Mbps															
2	Louisville State Recreation Area, Administrative Office	15810 Hwy 50	Louisville	NE	68037-0279	402-887-5414	Cass	75 Mbps															
2	Louisville State Recreation Area, Administrative Office	15810 Hwy 50	Louisville	NE	68037-0279	402-887-5414	Cass	100 Mbps															
2	Louisville State Recreation Area, Administrative Office	15810 Hwy 50	Louisville	NE	68037-0279	402-887-5414	Cass	150 Mbps															
2	Louisville State Recreation Area, Administrative Office	15810 Hwy 50	Louisville	NE	68037-0279	402-887-5414	Cass	200 Mbps															
2	Louisville State Recreation Area, Administrative Office	15810 Hwy 50	Louisville	NE	68037-0279	402-887-5414	Cass	250 Mbps															
	<b>Game and Parks Commission</b>	<b>2200 N 33 Street</b>	<b>Lincoln</b>	<b>NE</b>	<b>68503</b>	<b>402-471-5549</b>	<b>Lancaster</b>	<b>NEW SERVICE</b>															
3	Platte River State Park, Administative Office	14421 346th Street	Louisville	NE	68037-3001	402-234-2217	Cass	40 Mbps															
3	Platte River State Park, Administative Office	14421 346th Street	Louisville	NE	68037-3001	402-234-2217	Cass	50 Mbps															
3	Platte River State Park, Administative Office	14421 346th Street	Louisville	NE	68037-3001	402-234-2217	Cass	75 Mbps															
3	Platte River State Park, Administative Office	14421 346th Street	Louisville	NE	68037-3001	402-234-2217	Cass	100 Mbps															
3	Platte River State Park, Administative Office	14421 346th Street	Louisville	NE	68037-3001	402-234-2217	Cass	150 Mbps															
3	Platte River State Park, Administative Office	14421 346th Street	Louisville	NE	68037-3001	402-234-2217	Cass	200 Mbps															
3	Platte River State Park, Administative Office	14421 346th Street	Louisville	NE	68037-3001	402-234-2217	Cass	250 Mbps															