

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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

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

CONTRACT NUMBER
75870 04

PAGE 1 of 4	ORDER DATE 04/26/17
BUSINESS UNIT 65060020	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1227904	
VENDOR ADDRESS: WINDSTREAM CORPORATION DBA WINDSTREAM COMMUNICATIONS BUS SALES 1440 M ST FL 6 LINCOLN NE 68508-2513	

THE CONTRACT PERIOD IS:

APRIL 04, 2017 THROUGH JUNE 30, 2020

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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 5495 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 contract period April 4, 2017 through June 30, 2020. 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 Carstensen
Office Phone: 402-437-7233
Cell Phone: 402-730-8680
Fax: 402-436-3977
E-Mail: Daniel.Carstensen@windstream.com

Vendor Contact: Hollie.Messinger
Office Phone: 402-437-7241
Cell Phone: 402-540-2167
Fax: 402-436-3977
E-Mail: Hollie.Messinger@windstream.com

(4/4/17 sc)

AMENDMENT ONE AS ATTACHED. (fc 04/26/17)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	OMAHA PUBLIC SCHOOLS SDC NON RECURRING COST 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.	1.0000	EA	0.0000	0.00

5/2/17
PK
BUYER
5/3/17
MATERIEL ADMINISTRATOR

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
2	OMAHA PUBLIC SCHOOLS SDC 1 GBPS TO LINCOLN	36.0000	MO	900.0000	32,400.00
3	OMAHA PUBLIC SCHOOLS SDC 2 GBPS TO LINCOLN	36.0000	MO	944.0000	33,984.00
4	OMAHA PUBLIC SCHOOLS SDC 3 GBPS TO LINCOLN	36.0000	MO	1,826.6800	65,760.48
5	OMAHA PUBLIC SCHOOLS SDC 4 GBPS TO LINCOLN	36.0000	MO	1,827.4500	65,788.20
6	OMAHA PUBLIC SCHOOLS SDC 5 GBPS TO LINCOLN	36.0000	MO	1,828.0400	65,809.44
7	OMAHA PUBLIC SCHOOLS SDC 6 GBPS TO LINCOLN	36.0000	MO	1,828.2000	65,815.20
8	OMAHA PUBLIC SCHOOLS SDC 7 GBPS TO LINCOLN	36.0000	MO	1,828.2600	65,817.36
9	OMAHA PUBLIC SCHOOLS SDC 8 GBPS TO LINCOLN	36.0000	MO	1,828.3100	65,819.16
10	OMAHA PUBLIC SCHOOLS SDC 9 GBPS TO LINCOLN	36.0000	MO	1,828.4000	65,822.40
11	OMAHA PUBLIC SCHOOLS SDC 10 GBPS TO LINCOLN	36.0000	MO	1,828.4800	65,825.28
12	OMAHA LIBRARIES ABRAHAM BR NON RECURRING COST	1.0000	EA	0.0000	0.00
13	OMAHA LIBRARIES ABRAHAM BR 100MBPS TO LINCOLN	36.0000	MO	904.6400	32,567.04
14	OMAHA LIBRARIES ABRAHAM BR 200MBPS TO LINCOLN	36.0000	MO	903.6500	32,531.40
15	OMAHA LIBRARIES ABRAHAM BR 300MBPS TO LINCOLN	36.0000	MO	904.1400	32,549.04
16	OMAHA LIBRARIES ABRAHAM BR 400MBPS TO LINCOLN	36.0000	MO	904.3400	32,556.24
17	OMAHA LIBRARIES ABRAHAM BR	36.0000	MO	904.4700	32,560.92


BUYER INITIALS

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PAGE 3 of 4	ORDER DATE 04/26/17
BUSINESS UNIT 65060020	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1227904	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	500MBPS TO LINCOLN				
18	OMAHA LIBRARIES ABRAHAM BR 600MBPS TO LINCOLN	36.0000	MO	976.3300	35,147.88
19	OMAHA LIBRARIES ABRAHAM BR 700MBPS TO LINCOLN	36.0000	MO	976.4200	35,151.12
20	OMAHA LIBRARIES ABRAHAM BR 800MBPS TO LINCOLN	36.0000	MO	976.4800	35,153.28
21	OMAHA LIBRARIES ABRAHAM BR 900MBPS TO LINCOLN	36.0000	MO	976.5200	35,154.72
22	OMAHA LIBRARIES ABRAHAM BR 1000MBPS TO LINCOLN	36.0000	MO	976.5500	35,155.80
23	OMAHA LIBRARIES CATHER BR NON RECURRING COST	1.0000	EA	0.0000	0.00
24	OMAHA LIBRARIES CATHER BR 100MBPS TO LINCOLN	36.0000	MO	833.2100	29,995.56
25	OMAHA LIBRARIES CATHER BR 200MBPS TO LINCOLN	36.0000	MO	833.3100	29,999.16
26	OMAHA LIBRARIES CATHER BR 300MBPS TO LINCOLN	36.0000	MO	833.5100	30,006.36
27	OMAHA LIBRARIES CATHER BR 400MBPS TO LINCOLN	36.0000	MO	833.6400	30,011.04
28	OMAHA LIBRARIES CATHER BR 500MBPS TO LINCOLN	36.0000	MO	833.7300	30,014.28
29	OMAHA LIBRARIES CATHER BR 600MBPS TO LINCOLN	36.0000	MO	905.5900	32,601.24
30	OMAHA LIBRARIES CATHER BR 700MBPS TO LINCOLN	36.0000	MO	905.6500	32,603.40
31	OMAHA LIBRARIES CATHER BR 800MBPS TO LINCOLN	36.0000	MO	905.6900	32,604.84
32	OMAHA LIBRARIES CATHER BR 900MBPS TO LINCOLN	36.0000	MO	905.7100	32,605.56


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PAGE 4 of 4		ORDER DATE 04/26/17
BUSINESS UNIT 65060020		BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1227904		

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
33	OMAHA LIBRARIES CATHER BR 1000MBPS TO LINCOLN	36.0000	MO	905.7300	32,606.28
Total Order					1,244,416.68



RT

BUYER INITIALS

AMENDMENT ONE
Contract 7587004
High Speed Transport Services for the State of Nebraska
Between
The State of Nebraska and Windstream Corporation

This Amendment (the "Amendment") is made by the State of Nebraska and Windstream Corporation, parties to Contract 7587004 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Effect upon execution by both parties.

1. Line twenty four (24) through thirty three (33) are hereby replaced and superseded per Attachment A, attached hereto.

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska
By: 

Name: Bo Botelho

Title: Material Administrator

Date: 5/3/17

Contractor: Windstream Corporation
By: _____

Name: 

Title: Sr. Customer Advocate

Date: 5-9-17

ATTACHMENT A

Line	Description	Unit of Measure	Unit Price
24	OMAHA LIBRARIES CATHER BR 100MBPS TO LINCOLN	MO	\$ 833.21
25	OMAHA LIBRARIES CATHER BR 200MBPS TO LINCOLN	MO	\$ 833.31
26	OMAHA LIBRARIES CATHER BR 300MBPS TO LINCOLN	MO	\$ 833.51
27	OMAHA LIBRARIES CATHER BR 400MBPS TO LINCOLN	MO	\$ 833.64
28	OMAHA LIBRARIES CATHER BR 500MBPS TO LINCOLN	MO	\$ 833.73
29	OMAHA LIBRARIES CATHER BR 600MBPS TO LINCOLN	MO	\$ 905.59
30	OMAHA LIBRARIES CATHER BR 700MBPS TO LINCOLN	MO	\$ 905.65
31	OMAHA LIBRARIES CATHER BR 800MBPS TO LINCOLN	MO	\$ 905.69
32	OMAHA LIBRARIES CATHER BR 900MBPS TO LINCOLN	MO	\$ 905.71
33	OMAHA LIBRARIES CATHER BR 1000MBPS TO LINCOLN	MO	\$ 905.73

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
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CONTRACT NUMBER
75870 04

PAGE 1 of 3	ORDER DATE 04/04/17
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VENDOR NUMBER: 1227904	
VENDOR ADDRESS: WINDSTREAM CORPORATION DBA WINDSTREAM COMMUNICATIONS BUS SALES 1440 M ST FL 6 LINCOLN NE 68508-2513	

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

APRIL 04, 2017 THROUGH JUNE 30, 2020

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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 5495 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 contract period April 4, 2017 through June 30, 2020. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

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4/6/17
PR
BUYER
MATERIEL ADMINISTRATOR
4-9-17

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VENDOR NUMBER: 1227904	

CONTRACT NUMBER
75870 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
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Total Order					1,244,416.68

RT/AS
BUYER INITIALS

**ADDENDUM ONE to Contract Award
Terms and Conditions
Contract 75870 O4 High speed transport services for participants of Network Nebraska-Education
Between
The State of Nebraska and Windstream Services, LLC on behalf of itself and its affiliates**

The following Terms and Conditions, Addendum One of Contract 75870 O4 have been reviewed and agreed upon between Windstream Services, LLC on behalf of itself and its affiliates "Contractor" and the State of Nebraska "State". This addendum will become part of the contract for High speed transport services for participants of Network Nebraska-Education. The terms and conditions of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the Terms and Conditions indicated in Section III of the Request for Proposal, except that any section herein marked "Reserved" shall have no effect on the Terms and Conditions indicated in Section III of the Request for Proposal.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the terms and conditions and certifies Contractor maintains a drug free work place environment.

A. GENERAL

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. RESERVED

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

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

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

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

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 contractors' 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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	
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
COMMERCIAL GENERAL LIABILITY	
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
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000 per occurrence
SUBROGRATION WAIVER	
"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"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

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

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

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

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.

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

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

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. RESERVED

N. ERRORS AND OMISSIONS

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

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 CONTRACTOR

Neither party shall assign or transfer its rights and obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except each party shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under the contract, in whole or in part, to any entity controlled by, controlling or under common control of said party, or any entity into which said party may be merged or consolidated or which purchases all or substantially all of the assets of said party. Any attempted assignment in violation of this provision shall be void. The Assignee/Transferee must agree to, and the Contractor must execute the documents required by the State to amend the Contract to reflect the assignment or transfer.

Q. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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.

R. GOVERNING LAW

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.

S. ATTORNEY'S FEES

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

T. ADVERTISING

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.

U. STATE PROPERTY

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.

V. SITE RULES AND REGULATIONS

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.

W. NOTIFICATION

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.

X. EARLY TERMINATION

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 construction, products or services satisfactorily performed or provided. For clarity, the State will be liable for all expenses incurred by Contractor for capital expenditures for infrastructure, up to the date of termination pursuant to this subsection and regardless of the billing structure agreed to between the Parties.
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 as described in Vendor Manual found on the Vendor Information page of the DAS-Material website (http://das.nebraska.gov/materiel/purchase_bureau/vendor/vendor-info.html); or
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.
4. To the extent permitted by law, the State's sole remedy for a minor degradation of service is outlined in the Service Level Agreement incorporated into the contract.
5. EXCEPT FOR NEGLIGENCE OR WILLFUL MISCONDUCT, UNLESS OTHERWISE STATED IN THE THIS ADDENDUM ONE AND TO THE EXTENT PERMITTED BY LAW, (1) THE CONTRACTOR'S LIABILITY FOR SERVICES AND INSTALLATION WILL NOT EXCEED ANY CREDITS OFFERED BY THE CONTRACTOR FOR OUTAGES PURSUANT TO THE SERVICE LEVEL AGREEMENT; (2) IN NO EVENT WILL THE CONTRACTOR BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES; AND, (3) THE STATE IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED DUE TO THEFT OR FRAUD OVER THE SERVICES WHILE IN THE STATE'S CONTROL, REGARDLESS OF WHETHER/WHEN THE CONTRACTOR NOTIFIES THE STATE OF INCREASED USAGE. PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT THE CONTRACTOR'S LIABILITY AS PROVIDED HEREIN.

Y. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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 products or services provided, and authorized work, including construction, which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

Z. BREACH BY CONTRACTOR

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 a second vendor performance report for the same or different contract breach which may occur at a different time.

AA. ASSURANCES BEFORE BREACH

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.

BB. ADMINISTRATION – CONTRACT TERMINATION

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.

CC. LIQUIDATED DAMAGES

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all disputed 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 Liquidated Damages equal to the additional cost, if any, to obtain the deliverables from another source, until the deliverables are approved. Contractor will be notified in writing when Liquidated Damages will commence. Liquidated Damages will not be accessed for delays outside the control of the Contractor or caused by the State's action or inaction.

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. The State's remedy in the event of a failure to meet required specifications is outlined in the Service Level Agreement.

DD. FORCE MAJEURE

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.

EE. PROHIBITION AGAINST ADVANCE PAYMENT

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

FF. PAYMENT

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.

GG. INVOICES

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.

HH. RIGHT TO AUDIT

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.

II. TAXES

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.

JJ. INSPECTION AND APPROVAL

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.

KK. CHANGES IN SCOPE/CHANGE ORDERS

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.

LL. SEVERABILITY

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.

MM. CONFIDENTIALITY

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.

NN. RESERVED

OO. RESERVED

PP. STATEMENT OF NON-COLLUSION

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.

QQ. PRICES

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (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.

RR. RESERVED

SS. RESERVED

TT. INDEMNIFICATION

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 third-party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, 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. Under no circumstances will Contractor be liable for any incidental, special, or consequential damages (such as lost profits, lost business opportunities, business interruption, loss of business data), any punitive or exemplary damages, or the cost of alternative service.

2. 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.

3. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2014). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law. Notwithstanding any other provision of this contract or any other document, these statutes constitute the Contractor's remedy for presumed loss.

UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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.

VV. ANTITRUST

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.

WW. DISASTER RECOVERY/BACK UP PLAN

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.

XX. TIME IS OF THE ESSENCE

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.

YY. RECYCLING

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.

ZZ. DRUG POLICY

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.

AAA. EMPLOYEE WORK ELIGIBILITY STATUS

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.

BBB. RESERVED

CCC. POLITICAL SUB-DIVISIONS

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.

DDD. LICENSE/SERVICE OR OTHER AGREEMENTS

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.

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

By: 

Name: Bo Botelho

Title: Materiel Administrator

Date: 

Contractor: Windstream Services, LLC on behalf of itself and its affiliates

By: 

Name: Hollie Messinger

Title: Senior Account Executive

Date: 



**USAC ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS
FOR E-RATE PROGRAM APPLICANTS**

This Addendum is entered between Windstream (“WIN”) and _____ (“Customer”), and amends the high speed transport services contract (“Agreement”) entered between WIN and Customer (“Parties”) regarding participants of Network Nebraska-Education (“Participant”).

Because each Participant is a USAC E-Rate Program applicant, the Agreement is amended as follows:

1. Please indicate Participant’s Billed Entity Number (“BEN”):

BEN: _____

2. A new section, **Installation Before Funding Decision**, is added to the Agreement:

WIN recognizes that Customer’s ability to satisfy its obligations under this Agreement is dependent upon the receipt of funding from USAC, and the Parties have agreed to enter into this Agreement prior to receiving a funding decision. If Customer desires for WIN to proceed with installation of Services, or construction if applicable, prior to receipt of a funding decision, Customer must indicate its request below. Absent an affirmative response from Customer, WIN will not start installation or construction until after Customer and WIN receive a funding decision.

Customer requests that WIN proceed with installation or construction prior to receipt of a funding decision.

YES **NO**

3. A new section, **USAC Funding Denial**, is added to the Agreement:

In the event USAC funding is denied after first having been approved, and WIN has then installed the Services, Customer shall be obligated to pay for the Services received until the time of the denial, and for any Services received thereafter; however, if such funding is denied wholly and directly due to WIN’s actions or inactions, Customer may continue to pay the discounted rate for the remainder of the applicable funding year. Prior to the end of that funding year, the Parties will renegotiate pricing and Customer will have the option to either continue under the Agreement with the renegotiated pricing or re-bid the Services and re-apply for funding with USAC.

The Agreement noted above, the Addendum One to the Agreement, and this Addendum constitutes the Parties’ entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original.

WIN and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Handwritten modifications to this Addendum are not binding on either WIN or Customer.

Customer

By: _____

Name:

Title:

Date:

Windstream

By: Hollie Messinger

Name: Hollie Messinger

Title: Senior Acct Exec

Date: 3/31/17

This Service Level Agreement (“SLA”) only applies to Windstream’s Enterprise Data Products, as defined herein (the “Services”), and is offered as part of networking services provided by the applicable Windstream company. The SLA does not apply to any applications or enhanced telecommunications services, equipment sales and related maintenance services, or any other services provided by a Windstream company or any third party provider. The SLA is effective as of the first day of the first whole calendar month after the initial installation of Services. This SLA shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer’s obligations.

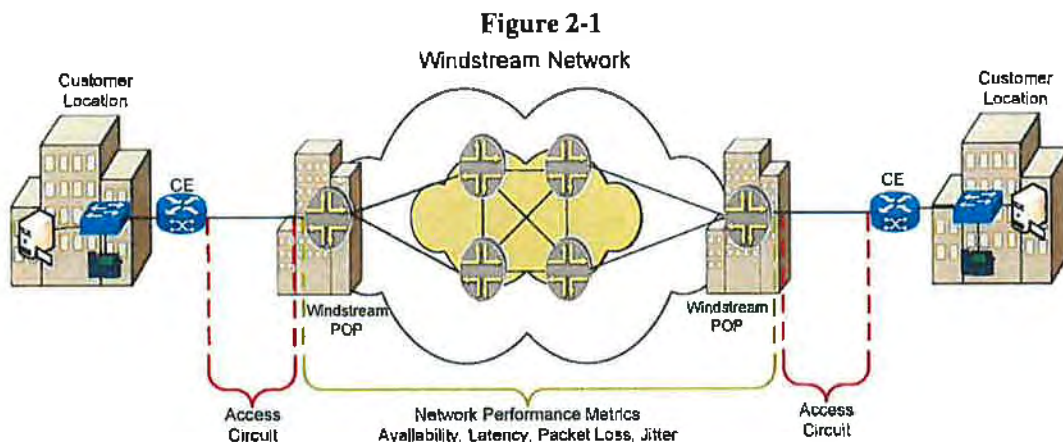
1 Description of Services

The Services covered under this SLA are Ethernet Internet (“EI”), Dedicated Internet (“DI”), and MPLS Networking Services. MPLS Networking Services (“MPLS Networking”) are IP Virtual Private Network (“IP VPN”), Virtual LAN Services (“VLS”), Dynamic IP, and Virtual PBX. Individually, the Services may be referenced in this SLA by the noted abbreviations. Collectively, the term “Services” as used in this SLA refers to any of the qualifying EI, DI, and MPLS Networking Services but does not refer and shall not be interpreted as referring to other services offered by Windstream or any third party provider. Services under this SLA shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern. This section shall be read in conjunction with the Addendum One attached to the Agreement entered into between the Parties.

1.1 MPLS Networking

As noted above, MPLS Networking includes for purposes of this SLA only IP VPN, VLS, Dynamic IP, and Virtual PBX. Windstream’s MPLS Networking provides connectivity through Windstream’s network at designated speeds, enabling Customer to transport private data between two or more Customer locations. MPLS Networking enables Customer to prioritize voice or data through Quality Of Service (“QOS”) levels, as defined later, based on Customer’s unique business requirements.

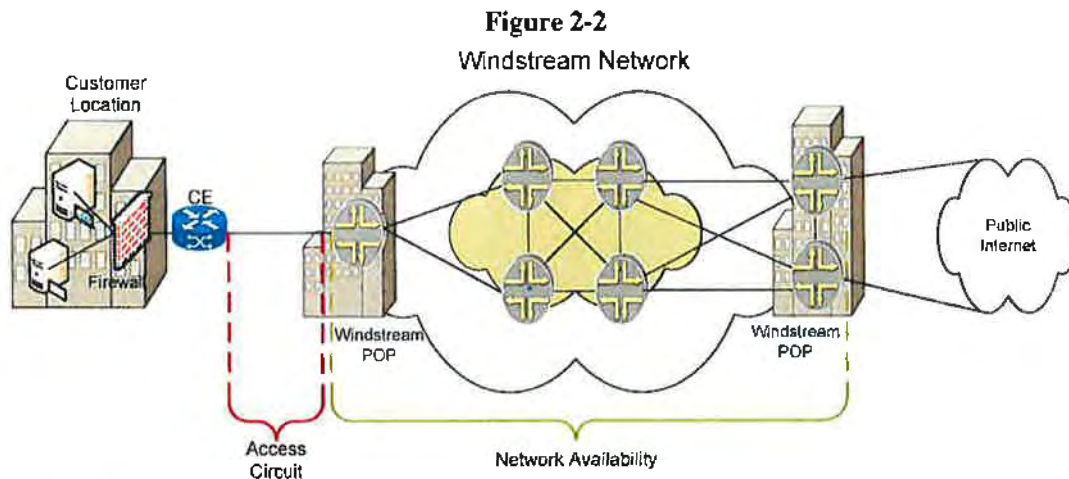
The performance of Windstream’s network for purposes of measuring MPLS Networking deliverables under this SLA is measured through Network Availability, Network Latency, Network Packet Loss, and Network Jitter. These individual metrics are defined in Section 3 below and collectively may be referenced in this SLA as “Network Performance Metrics.” All Network Performance Metrics will be measured across specific Points of Presence (“POP”) on Windstream’s Network (See figure 2-1). Windstream’s network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Performance Metrics.



1.2 Dedicated Internet / Ethernet Internet Access

As noted previously, in addition to MPLS Networking, this SLA applies to DI and EI. DI and EI provide connectivity to the public internet through Windstream's network at designated speeds.

The performance of Windstream's network for purposes of measuring DI and EI deliverables under this SLA is measured through Network Availability. For purposes of DI and EI, Network Availability will be measured across specific POPs on the Windstream Network. (See figure 2-2). Windstream's network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Availability.



2 Definition

2.1 Service Outage:

A Service Outage is defined as the complete unavailability or degradation of Services during any unscheduled period of time except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, "Exclusions"):

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;
- Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Services;
- Failure of power, equipment, services or systems not provided by Windstream;
- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network);
- Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated;
- Election by Customer not to release the Services for testing and/or repair during which time Customer continues to use Services;
- Maintenance activities (including planned and emergency) as set forth in Section 5 of this SLA;
- Implementation of a Customer order that requires Services interruption;
- Failure to report a Service Outage to Windstream or reporting of a trouble where no trouble was found;
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream's reasonable control; and
- Failure of equipment or systems responsible for network measurements.

2.2 Windstream Point of Presence (“POP”):

Physical location of Windstream router at the edge of Windstream’s network that faces the Customer Edge and delivers private data and/or Internet Services to Customer’s network.

2.3 Customer Edge (“CE”):

CE refers to the router at Customer’s premises that is connected to the Windstream POP.

2.4 Quality of Service (“QOS”):

QOS is the ability to provide different priority to different applications, users, or data flows, or to offer a certain level of performance for data flows. For example, a required bit rate, delay, jitter, packet dropping probability and/or bit error rate may be offered by Windstream to Customer. To determine what QOS level applies to the Services, Customer either must select from the following QOS classes of service or subscribe to a Service that is defaulted into one or more QOS classes. The Windstream QOS classes are identified as:

QOS Class of Service	Description
Real Time	Real-time Class of Service delivers premium QOS to a customer's site and is optimized for low latency and low jitter performance required for voice communications. All managed VoIP services are defaulted into Real-time QOS.
Mission Critical Data	Mission Critical Class of Service provides the highest priority treatment for data. Intended for applications with high business value requiring large bandwidth allocations and/or lower latency such as interactive video conferencing, streaming video, credit card transactions, and ERP applications like SAP and PeopleSoft.
Business Critical Data	Business Critical Data Class of Service provides priority treatment to transactional and interactive data such as email, or client/server applications
Standard Data	Standard Data class of Services enables customers to share latency and jitter tolerant data and Internet applications across all locations. DI and EIA traffic are defaulted into Standard Data QOS.

2.5 Calendar Month:

For the purpose of this SLA a Calendar Month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

3 Service Levels

3.1 Network Availability

For purposes of measuring Windstream’s MPLS Networking, DI, and EI QOS under this SLA, the term “Network Availability” is defined as the percentage of time in one Calendar Month during which POPs on Windstream’s wholly owned IP/MPLS network can deliver traffic to/from other Windstream POP locations. Network Availability shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Availability measurements do not include the specified Exclusions (e.g., scheduled maintenance windows or planned outages).

The following outlines the Network Availability objectives in any given Calendar Month:

MPLS Networking DIA / EIA	99.99% (≤ 4.32 minutes of network unavailability per month)
--------------------------------------	--

3.1.1 Services Credit for time when Network Availability is not provided (“Network Unavailability”)

Network Unavailability / Duration	Services Credit
>4.32 minutes and ≤ 1hour	1/30 th of the Monthly Recurring Charge
>1 hour and ≤ 2 hours	2/30 th of the Monthly Recurring Charge
>2 hours and ≤ 3 hours	3/30 th of the Monthly Recurring Charge
>3 hours and ≤ 4 hours	4/30 th of the Monthly Recurring Charge
>4 hours and ≤ 5 hours	5/30 th of the Monthly Recurring Charge
>5 hours and ≤ 6 hours	6/30 th of the Monthly Recurring Charge
>6 hours and ≤ 7 hours	7/30 th of the Monthly Recurring Charge
>7hours and ≤ 8 hours	8/30 th of the Monthly Recurring Charge
>8 hours and ≤ 9 hours	9/30 th of the Monthly Recurring Charge
>9 hours and ≤ 10 hours	10/30 th of the Monthly Recurring Charge
>10 hours and ≤ 11 hours	11/30 th of the Monthly Recurring Charge
>11 hours and ≤ 12 hours	12/30 th of the Monthly Recurring Charge
>12 hours and ≤ 13 hours	13/30 th of the Monthly Recurring Charge
>13 hours and ≤ 14 hours	14/30 th of the Monthly Recurring Charge
> 14 hours	15/30 th of the Monthly Recurring Charge

3.2 Network Latency

For purposes of measuring Windstream’s MPLS Networking under this SLA, Network Latency is defined as the round trip delay (in milliseconds) of packets transported between specific Windstream POP locations across Windstream’s wholly owned IP/MPLS network. Network Latency shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the latency objectives, depending on the class selected by Customer, in any given Calendar Month.

QOS Class of Service	Target Commitment
Real Time	≤ 40 ms (Roundtrip)
Mission Critical Data	≤ 45 ms (Roundtrip)
Business Critical Data	≤ 48 ms (Roundtrip)
Standard Data	N/A

3.2.1 Services Credit for Network Latency

QOS Class	Target	Network Latency, =(Credit as a fraction of the MRC for the Affected Services)
Real Time	≤ 40ms (Roundtrip)	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Latency SLA for Real Time QoS in a Calendar Month
Mission Critical	≤ 45 ms (Roundtrip)	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Latency SLA for Mission Critical QoS during any Calendar Month



Data		
Business Critical Data	≤ 48 ms (Roundtrip)	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Latency SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

3.3 Network Packet Loss

For purposes of measuring Windstream’s MPLS Networking under this SLA, Network Packet Loss is defined as the percentage of packets in a Calendar Month that are dropped between specific Windstream POP locations across Windstream’s wholly owned IP/MPLS network. Network Packet Loss shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the Network Packet Loss objectives, depending on the class selected by Customer, in any given Calendar Month.

QOS Class of Service	Target Commitment
Real Time	≤ .10%
Mission Critical Data	≤ .30%
Business Critical Data	≤ .50%
Standard Data	N/A

3.3.1 Services Credit for Network Packet Loss

QOS Class	Target	Network Packet Loss =(Credit as a fraction of the MRC for the Affected Services)
Real Time	≤ .10%	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Packet Loss SLA for Real Time QoS during any Calendar Month.
Mission Critical	≤ .30%	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Packet Loss SLA for Mission Critical QoS during any Calendar Month.
Business Critical Data	≤ .50%	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Packet Loss SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

3.4 Network Jitter

For purposes of measuring Windstream’s MPLS Networking under this SLA, Network Jitter is defined as the variation in the delay of received packets transmitted between specific Windstream POP locations across Windstream’s wholly owned IP/MPLS network. Network Jitter shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Jitter measurement is only available to customers selecting the Real Time and/or Mission Critical QOS class. The following outlines the Network Jitter objectives in any given Calendar Month:

QOS Class of Service	Target Commitment
Real Time	≤ 2.5 ms
Mission Critical Data	≤ 3.0 ms
Business Critical Data	≤ 3.5 ms



**Enterprise Data Products
Service Level Agreement**

Standard Data	N/A
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3.4.1 Services Credit for Network Jitter

QoS Class	Target	Network Jitter, =(Credit as a fraction of the MRC for the Affected Services)
Real Time	≤ 2.5 ms	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Jitter SLA for Real Time QoS during any Calendar Month.
Mission Critical	≤ 3.0 ms	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Jitter SLA for Real Time QoS during any Calendar Month.
Business Critical Data	≤ 3.5 ms	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Jitter SLA for Real Time QoS during any Calendar Month.
Standard Data	N/A	N/A

4 Credits

When Customer's Services fail to meet the applicable commitments outlined in this SLA after being reported by Customer, Customer may receive a credit adjustment to its account. Windstream maintains internal escalation procedures and call-out technical support for observed holidays and after-business hours emergencies and critical outages. To request a credit under this SLA, Customer shall email their Business Sales Representative with a description of the requested credit along with the Windstream trouble ticket number(s) provided by the Service Center within thirty (30) calendar days of the asserted Service Outage. The Business Sales Representative shall notify Customer when the requested credit has been approved or declined.

4.1 Calculations of Credits

Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for service and facilities.

5 Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

5.1 Scheduled Network Maintenance

The term "Scheduled Network Maintenance" refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer's Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Scheduled Network Maintenance shall be undertaken **between the hours of 12:00AM and 6:00AM of the local time zone.**

5.2 Emergency Network Maintenance:

The term "Emergency Network Maintenance" refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer's Services, including the possibility of causing short-duration outages. Such effects related to Emergency Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network services.



6 LIMITATION OF LIABILITY

Windstream's total liability to Customer under this SLA is limited to the MRCs for the affected Services for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

TO THE EXTENT PERMITTED BY LAW, THE PROVISIONS OF THIS SLA ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM'S FAILURE TO MEET THE STANDARDS IN THIS SLA AND ANY OTHER NETWORK, EQUIPMENT OR SERVICE ISSUES.

Customer: _____

Windstream: H. M. Massey

For public information purposes only; not part of contract.

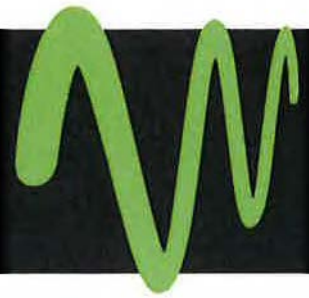
**Request for Proposal Number 5495 Z1
Contract Number 75870 O4
Proposal Opening: January 26, 2017**

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

Windstream Services, LLC on behalf of itself & its Affiliates
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**.

Windstream Services, LLC on behalf of itself & its Affiliates
Service Delivery Project



Windstream's Response

For



Request for Proposal

**High Speed Transport Services for
participants of Network Nebraska-Education
Solicitation No: 5495 Z1**

Original

January 26, 2017, 2:00pm Central





January 26, 2017

Thank you for allowing Windstream Services, LLC, on behalf of itself and its Affiliates authorized to provide services in the applicable jurisdiction for the particular service(s) ordered, the opportunity to answer the State of Nebraska's request for High Speed Transport Services for participants of Network Nebraska-Education; Solicitation No: 5495 Z1. As a nationwide, enterprise-focused communications and technology service provider with a commitment to be our customers' trusted advisor, we believe we are ideally suited to support the communications requirements of the State of Nebraska.

As a registered vendor in the System for Award Management (SAM), and GSA contract holder, Windstream understands the unique challenges government entities face today. That is why we have developed innovative solutions to effectively manage and upgrade your organization's communications technology infrastructure. Windstream's distinctive ability to design and provide smart solutions enables thousands of government entities to reduce network expenses, leverage current technology and improve efficiency. At the same time, these solutions are designed to meet complex security, infrastructure and budgetary demands at the federal, state and local government levels.

We believe that technology should bring people together. "The Windstream Advantage" begins with great service and a local presence. Windstream empowers employees who have direct contact with our customers to act on behalf of the corporation in all matters of service and contract fulfillment. Our local, dedicated account teams have the unconditional support of executive management in ensuring that our customers receive prompt and effective servicing.

At Windstream, we focus on creating smart solutions that deliver proven, long-lasting value – collaborating with our customers and partners to develop custom solutions that best fit their needs. We are confident you will conclude that Windstream is best positioned to address the unique communications needs of the State of Nebraska.

On behalf of the Windstream team, I thank you once again for this opportunity and look forward to fulfilling all RFP requirements as our next step.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Carstensen". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Daniel Carstensen
Sr. Account Manager
Windstream
402-437-7233

Daniel.Carstensen@windstream.com

1	<i>Executive Summary</i>
2	<i>RFP Contractual Services Form/ Form A-Bidder Contract Sheet/ Response Document</i>
3	<i>Appendix A-Cost Proposal</i>
4	<i>Certificate of Good Standing</i>
5	<i>Sample Project Management Plan</i>
6	<i>Addendums</i>
7	<i>Standard Terms & Conditions/ Addendums</i>
8	<i>AUP/SLA</i>

Executive Summary



Key Facts

- More than 121,000 fiber route miles
- Six Network Operations Centers (NOCs) located throughout the nation
- Alliances with industry-leading vendors such as Mitel, Cisco, Avaya, Allworx, Fortinet and more
- Secure colocation featuring SSAE-16 SOC1 Type II standard compliance
- Diverse network access with fiber optic and fixed wireless options
- A highly available and scalable network that provides capacity to deploy the latest technology applications
- MPLS networking solutions, including VPN and VLAN services
- Managed Network Security solutions, including Managed Firewall
- Advanced managed services, including Managed LAN/WAN, Managed Router and Managed WiFi
- UC and collaboration solutions such as Unified Communications as a Service (UCaaS) and Contact Center as a Service (CCaaS)
- A full line of voice solutions including SIP, private VoIP, digital T-1 trunks and more
- Fortune 500 company with \$6 billion in annual revenue
- TMC's 2015 UC Product of the Year
- 2015 and 2016 U.S. Carrier Ethernet Services Vertical Systems Group LEADERBOARD rankings
- Frost & Sullivan 2014 VoIP Access and SIP Trunking Services Growth Excellence Leadership Award
- GSA Contract Holder, available to federal, state and local agencies
- Registered vendor in the System for Award Management (SAM)
- Experienced in E-Rate and RHC programs

Company Overview

Windstream is a FORTUNE 500 company that provides enterprise communications solutions to businesses nationwide. Our customized networking solutions keep your enterprise connected and enable your team to focus on what really matters, quickly adapting to the ever-changing landscape of tomorrow.

The Windstream Advantage starts with great service and local presence. We specialize in providing our enterprise customers with a local team of experts that are committed to creating and scaling your network solutions with your business needs. Our network solutions specialists will support you from strategy to implementation and beyond, so you can focus on innovating and improving your business.

Windstream provides unmatched technical expertise and industry-leading advanced network communications. We focus on creating smart solutions that deliver proven, long-lasting value. We specialize in customizing solutions to help boost efficiency within the State, as well as maximize your business potential. Our nationwide footprint and scale, along with our business services focus, enhance our already robust product portfolio and allow us to better serve organizations of all sizes—from small, local government offices to complex national and federal networks.

Your local, dedicated account team is your partner in implementing a smarter communications strategy that helps turn your big ideas into reality. We also have teams of certified engineers available to perform 24 x 7 x 365 monitoring of your services through our state-of-the-art Network Operations Centers (NOCs).

As an extension to our account teams, Windstream Online (windstreamonline.com), an enhanced Web-based interface, provides immediate, secure access to all of the account information and tools you need—anytime, anywhere. This online tool is free to every Windstream customer, and gives you instant access to critical account information, as well as greater control over your communications capabilities.

To learn more about the Windstream Advantage, visit windstreambusiness.com.

**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
5495 Z1	December 20, 2016
OPENING DATE AND TIME	PROCUREMENT CONTACT
January 19, 2017 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 5495 Z1 for the purpose of selecting a qualified Contractor to provide High speed transport services for participants of Network Nebraska-Education.

Written questions are due no later than December 30, 2016, and should be submitted via e-mail to as.materiel purchasing@nebraska.gov Written questions may also be sent by facsimile to (402) 471-2089.

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, and all contracts entered into thereafter, will be posted to a public website. Beginning July 1, 2014, all contracts will be posted to a public website managed by the Department of Administrative Services.

In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will not be considered proprietary.

To facilitate such public postings, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a response to this RFP, specifically waives any copyright or other protection the contract or response to the RFP may have; and, acknowledge that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a response to this RFP and award of the contract. Failure to agree to the reservation and waiver of protection will result in the response to the RFP being non-conforming and rejected.

Any entity awarded a contract or submitting a RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of contracts, RFPs and related documents.

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: Windstream Services, LLC. on behalf of itself & its Affiliates
COMPLETE ADDRESS: 30 S Wacker Drive, Suite 2800, Chicago, IL 60606
TELEPHONE NUMBER: 312-924-9326 FAX NUMBER: _____
SIGNATURE: _____ DATE: 1.17.17
TYPED NAME & TITLE OF SIGNER: Nicholas Verceles- VP of Direct Sales

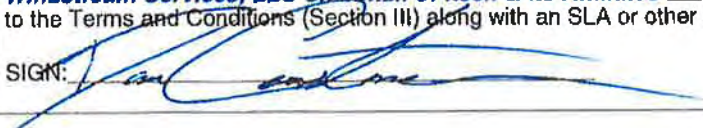
Form B

Notification of Intent to Bid and Acceptance or Exceptions to Section III Terms and Conditions and provision of Service Level Agreement (SLA)

Request for Proposal Number 5495 Z1

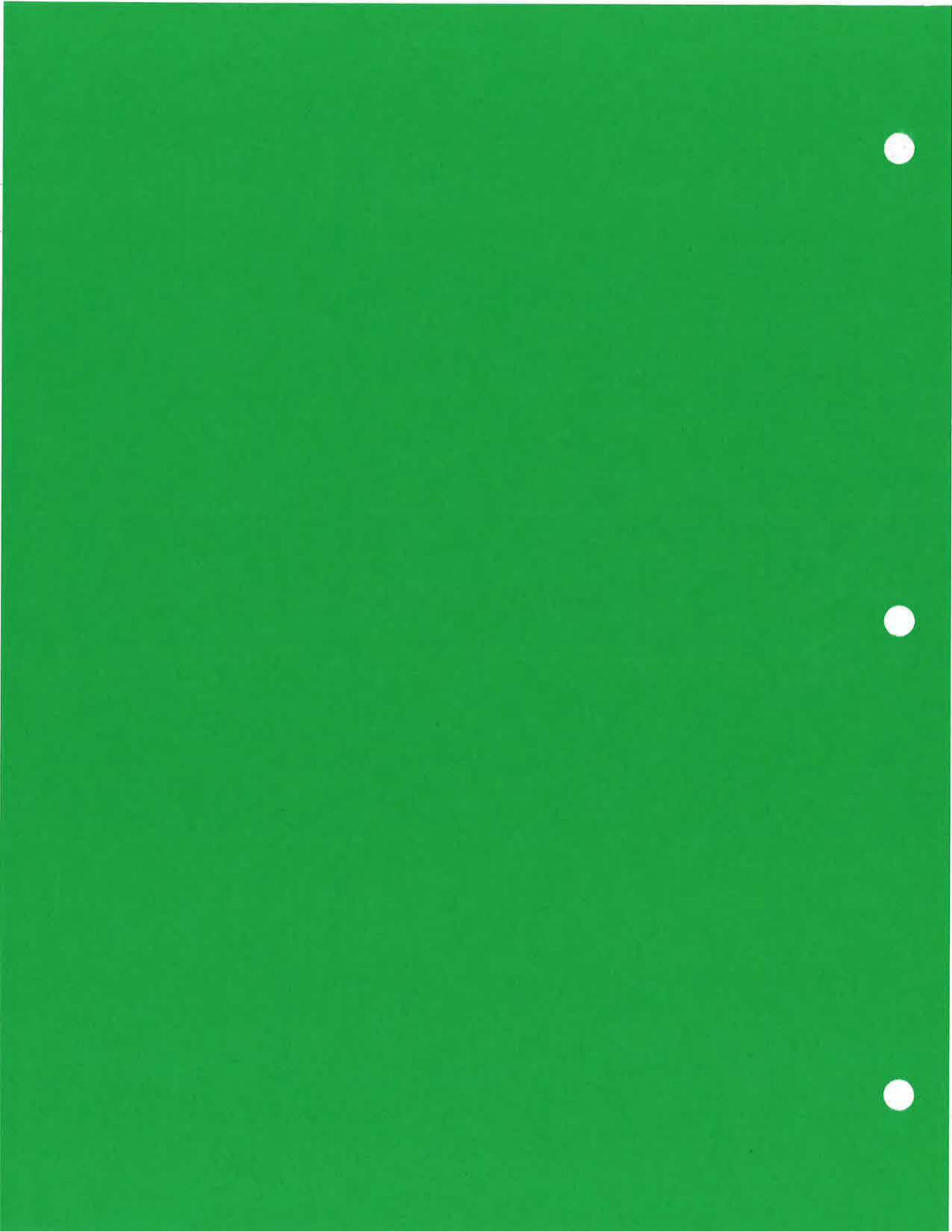
Bidder Name:	<i>Windstream Services, LLC on behalf of itself & its Affiliates</i>
Bidder Address:	<i>1440 M Street, 6th Floor Lincoln, NE 68508</i>
Contact Person:	<i>Daniel Carstensen, Sr. Account Manager</i>
E-mail Address:	<i>Daniel.Carstensen@windstream.com</i>
Telephone Number:	<i>402-437-7233</i>
Fax Number:	<i>402-436-3977</i>

If your firm has exceptions to the Terms and Conditions (Section III) or has SLAs or other documents, please check which item applies and sign in the space provided below.

	<p>_____ (firm name) is agreeable to using Terms and Conditions (Section III) and or the SLA or other documents previously agreed to in contract _____ O4</p> <p>SIGN: _____</p>
OR	
	<p><i>Windstream Services, LLC on behalf of itself & its Affiliates</i> _____ (firm name) has attached exceptions to the Terms and Conditions (Section III) along with an SLA or other documents in MS Word.</p> <p>SIGN: </p>

The "Notification of Intent to Bid and Acceptance or Exceptions to Section III Terms and Conditions and provision of Service Level Agreement (SLA)" form should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by January 6, 2017 per the Schedule of Events.





GLOSSARY OF TERMS

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

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

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

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

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

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

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

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

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

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

Amendment: A written correction or alteration to a document.

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

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the 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 (CPE): Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

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

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

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

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

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

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

Ethernet Hand-off: A standard Ethernet handoff to the facility means there is no need for CSU/DSU and protocol conversion equipment. The connection to the customer is a copper or fiber connection that connects directly to the 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 service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a 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

Windstream has read and understands the Glossary of Terms.

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).

Windstream has read and understands the Acronym List.

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 5495 Z1 for the purpose of selecting a qualified Contractor 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 three (3) 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>

Windstream has read and understands.

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.

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	December 20, 2016
2.	Last day to submit written questions	December 30, 2016
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	January 4, 2017
4.	Last day to submit "Letter of Intent To Bid and Acceptance or Exceptions to Section III Terms and Conditions and provision of Service Level Agreement (SLA)"	January 6, 2017
5.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	January 19, 2017 2:00 PM Central Time
6.	Review for conformance of mandatory requirements	January 19, 2017
7.	Evaluation period	January 20, 2017 – January 24, 2017
8.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	January 26, 2017
9.	Contract finalization period	January 26, 2017 – February 9, 2017
10.	Contract award	February 16, 2017
11.	Contractor start date	February 16, 2017

Windstream has read and understands and has noted the revised Schedule of Events based on Addendum 3.

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

Windstream has read and understands.

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.

Windstream agrees that notwithstanding anything to the contrary in the Agreement, during the initial Term of the Agreement, Windstream will not increase the State of Nebraska's monthly recurring charges for the Services being provided under the Agreement by any amount above the amounts set forth in the State of Nebraska's signed proposal executed contemporaneously with this Agreement set forth in this response. The forgoing right shall not apply to changes to, additions of and/or increases in applicable fees, taxes, surcharges and assessments.

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.

Windstream has read and complies. Windstream supports customers with a dedicated team of subject-matter experts led by a Customer Advocate acting as a single point of contact. Working in conjunction with the Customer Advocates are network engineers, financial analysts, customer service representatives, and technical support managers. This resource contingency reinforces Windstream's commitment to client satisfaction.

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; and
3. 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.

Windstream has read and understands.

E. NOTIFICATION OF INTENT TO BID AND ACCEPTANCE OR EXCEPTIONS TO SECTION III TERMS AND CONDITIONS AND PROVISIONS OF SERVICE LEVEL AGREEMENT (SLA)

Bidders should hand deliver, return by facsimile, e-mail or delivery by US mail the "Notification of Intent to Bid and Acceptance or Exceptions to Section III Terms and Conditions and provisions of SLA" that accompanies this document (see Form B) to the contact person shown on the cover page of the Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

It is preferred that Form B, Notification of Intent To Bid and Acceptance or Exceptions to Section III Terms and Conditions and provisions of SLA, be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be hand delivered, sent via facsimile to 402-471-2089 or delivery by US mail.

A list of vendors who submitted a Notification of Intent to Bid and Acceptance or Exceptions to Section III Terms and Conditions and provisions of SLA will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or after the date shown in the Schedule of Events.

Windstream has read and understands. The requirements listed in this section were delivered on the date required.

F. 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 5495 Z1; Network Nebraska-Education Questions". It is preferred that questions be sent via e-mail to 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 5495 Z1; Network Nebraska-Education Questions".

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

Question Number	RFP Section Reference	RFP Page Number	Question

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.

Windstream has read and understands.

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.

Windstream has read and understands.

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.

Windstream has read and understands.

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).

Windstream has read and understands.

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.

Windstream has read and understands.

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. Completed Section III;
3. Cost Proposal (Appendix A).

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:

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

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

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

Windstream has read and understands.

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.

Windstream has read and understands.

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)

Windstream has read and understands. Windstream has included a copy of our Certificate of Good Standing in TAB 04.

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. Withdrawal of the Intent to Award
3. Termination of the resulting contract.
4. Legal action.
5. 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.

Windstream has read and understands.

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.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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

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)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
		DC		<p><i>Windstream has read and understands, however, with the understanding that any service(s) or work performed or developed under this contract is not "work made for hire" and does not apply to the services being contemplated herein. For the avoidance of doubt, the developing party shall retain complete ownership to any resulting intellectual property. If for some reason Windstream has not interpreted this section correctly, upon clarification from the State of Nebraska, Windstream would welcome the opportunity to address the State of Nebraska's requests.</i></p> <p><i>Please also note that Windstream does not provide warranties of title or non-infringement covering its services. Refer to Section 19 of the Windstream Service Terms and Conditions.</i></p>

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)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
		DC		<p><i>Windstream has read and accepts this requirement, subject to the State of Nebraska's approval of the exception struck through below.</i></p>

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.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.

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 contractors' 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

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory as an Additional Insured."	

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)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				<i>Although Windstream does not offer a formal Stewardship document, Windstream takes pride in the fact that customer satisfaction is a priority, and that Windstream employees are among the most talented and hard working in the telecommunications industry. Windstream employees understand the value and importance of extraordinary customer service, and strive to practice this in their daily business life.</i>

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. CONTRACT CONFLICTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

M. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

N. PROPOSAL PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

O. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

P. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

Q. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

R. ASSIGNMENT BY THE CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
		DC		<i>Windstream has read however, Bidder shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under this Agreement, in whole or in part, to any entity controlled by, controlling or under common control of said bidder, or any entity into which said bidder may be merged or consolidated or which purchases all or substantially all of the assets of said bidder.</i>

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.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

T. GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

U. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

V. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

W. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

X. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

Y. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

Z. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
		DC		<p><i>Windstream takes exception to the State of Nebraska's right to terminate the Agreement without giving Windstream a reasonable time to cure the breach. In the event Windstream breaches a material term or condition, or fails to perform any material obligation under the Agreement, the State of Nebraska shall have the right to terminate the agreement in whole or in part if, after thirty (30) days' notice of a default, Windstream fails to cure the default. In the event Windstream fails to cure, the State of Nebraska may terminate the Agreement with no liability other than for accrued charges still owing under the Agreement. However, the State of Nebraska's sole remedy for a minor degradation of service is outlined in Windstream's Service Level Agreement, which is attached to this RFP response.</i></p> <p><i>Additionally, Windstream takes exception to Windstream's liability for the cost of substitute service and other consequential damages associated therewith, including attorney's fees, as well as the State of Nebraska's right to withhold payment due.</i></p> <p><i>Windstream's liability in the event of a breach is limited as provided in Section 16 of the Windstream Service Terms and Conditions, which is included with this RFP response. In no event will Windstream be liable for the cost of substitute service, and the State of Nebraska does not have the right to reduce or withhold payment due for any reason, except in the event of a good faith dispute over charges owed, and only then to the extent of the disputed amount.</i></p>

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.

AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				<p><i>Windstream recognizes that the State's ability to satisfy its obligations under this Agreement is dependent upon the receipt of funding from USAC, and the parties have agreed to enter into this Agreement prior to receiving a funding decision. If the State desires for Windstream to proceed with construction prior to receipt of a funding decision, the State must indicate its request below. Absent an affirmative response from the State, Windstream will not start construction until after the State and Windstream receive a funding decision. The State understands and agrees that if it chooses to have Windstream proceed with construction prior to receipt of a funding decision, and the State does not receive funding, the State shall be subject to the full termination liability as described in the Agreement in the event it terminates this Agreement.</i></p>

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.

BB. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
		DC		<p><i>Windstream takes exception to the State of Nebraska's right to terminate the Agreement without giving Windstream a reasonable time to cure the breach. In the event Windstream breaches a material term or condition, or fails to perform any material obligation under the Agreement, the State of Nebraska shall have the right to terminate the agreement in whole or in part if, after thirty (30) days' notice of a default, Windstream fails to cure the default. In the event Windstream fails to cure, the State of Nebraska may terminate the Agreement with no liability other than for accrued charges still owing under the Agreement. However, the State of Nebraska's sole remedy for a minor degradation of service is outlined in Windstream's Service Level Agreement, which is attached to this RFP response.</i></p> <p><i>Additionally, Windstream takes exception to Windstream's liability for the cost of substitute service and other consequential damages associated therewith, including attorney's fees, as well as the State of Nebraska's right to withhold payment due. Windstream's liability in the event of a breach is limited as provided in Section 16 of the Windstream Service Terms and Conditions, which is included with this RFP response. In no event will Windstream be liable for the cost of substitute service, and the State of Nebraska's does not have the right to reduce or withhold payment due for any reason, except in the event of a good faith dispute over charges owed, and only then to the extent of the disputed amount.</i></p>

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.

CC. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

DD. ADMINISTRATION – CONTRACT TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

EE. LIQUIDATED DAMAGES -

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
		DC		<i>Windstream has read and takes exception. In the event we fail to comply with a requirement, the State is still responsible for payment of all other non-disputed amounts then due and payable. The State's remedy in the event of a failure to meet requirements is cancellation.</i>

If 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 liquidated damages equal to the difference between newly contracted monthly costs and the cost of the circuit or service being replaced, if incurred, until the deliverables are approved.

The contract expectation is for a service that, at a minimum, will meet or exceed required specifications 99.5% of the month equivalent to a maximum of 3.6 total hours of downtime/service non-compliance per month. Any service not meeting contract specifications to include violation of QoS parameters will incur a contract performance penalty per the following formula:

For every hour and fraction of an hour of service violation exceeding the identified 99.5% uptime requirement, the customer will be refunded one day of service credit. Repeated violations of service performance agreements during any single calendar day will be considered a continuous event from the beginning of the original violation until the last violation. Violations on consecutive days will be considered continuous from the initial violation until the service has been restored. The service will be considered restored when no violation has occurred for 24 continuous hours (the 24-hour validation period is not considered part of the damages). Damages duration will round up to the next whole hour.

Example: Intermittent connectivity from 9:15am-2:20pm on the same day; Duration of the actual service violation would be 5 hours and 5 minutes. Violation assessment is rounded up to the next whole hour, so the duration would be considered as 6 total hours of downtime if no previous downtime had been experienced for the service in the current month, or up to 6 hours depending on the amount of cumulative violations experienced in the month that exceeds the 95.5% uptime requirement

FF. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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

HH. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

II. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

Invoices for payments must be submitted by the Contractor as described in Section IV., 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.

JJ. RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
		DC		<i>Windstream has read and understands the State's right to audit. However, books and records will be kept in accordance with Windstream's internal document retention policy, and under no circumstances will Windstream agree to bear the costs of any audit.</i>

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 five (5) 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.

KK. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				<i>The State of Nebraska is responsible for all taxes, surcharges, fees, and assessments that apply to the sale and use of the services, including how those may change in the future, and even if not specifically identified in Windstream's proposal.</i>

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.

LL. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

MM. CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
		DC		<i>Windstream has read and understands, however, Windstream's Services are priced based on a term and volume commitment from the State in connection with the applicable Service. In the event that the State reduces the quantity of items bid, or determines that less than the total amount of Services will be awarded to Windstream, then Windstream reserves the right to re-visit its pricing to ensure meeting Windstream's profitability standards.</i>

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.

NN. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

OO. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

PP. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

RR. STATEMENT OF NON-COLLUSION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

SS. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
		DC		<i>Windstream agrees that notwithstanding anything to the contrary in the Agreement, during the Term of the Agreement, Windstream will not increase the State's monthly recurring charges for the Services being provided under the Agreement by any amount above the amounts set forth in the State's signed proposal executed contemporaneously with this set forth in this response. The forgoing right shall not apply to changes to, additions of and/or increases in applicable fees, taxes, surcharges and assessments.</i>

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled. Contractor's price for the services provided, as shown in Appendix A, shall remain fixed for the duration of the contract and shall be invoiced along with the actual cost of applicable fees and taxes Contractor is obligated to pass-through to the State each month. Non-recurring charges (NRC) and Monthly recurring charges (MRC) shall be invoiced in accordance with the original cost sheet. No invoice shall exceed the price contained on the contractor's original cost sheet. If increases to applicable fees and taxes, Contractor is obligated to pass-through to the State will cause the price to exceed the price on the original cost sheet Contractor may request an increase in price to cover actual increases in fees and taxes Contractor is obligated to pass-through to the State that exceed the Contractor's price on the original cost sheet. The Contractor must make a showing demonstrating the price increase and that the price exceeds the Contractor prices on the original cost sheet. The State shall have the right to refuse the price increase. No price increase shall be charged or billed until the Contract is amended to reflect the price increase. The State will be given full proportionate benefit of any price decrease during the term of the contract.

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

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

TT. BEST AND FINAL OFFER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

UU. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

VV. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
		DC		<p><i>Windstream has read and understands its obligation to indemnify the State, but such obligation shall extend only to third party claims arising out of Windstream's gross negligence or willful misconduct with respect to its obligations under the final contract between the parties.</i></p> <p><i>Windstream has read and understands its obligation to indemnify the State against infringement claims, but such obligation shall extend only to third party claims based on an allegation that the use of Windstream's services as provided to the State are directly infringing. Further, maximum liability for damages paid under this provision will not exceed the price paid for the affected services by the State. Finally, Notwithstanding the Intellectual Property section below, Windstream is in no way obligated to Customer or any third party under this Section to the extent that a claim is based upon any one of the following: (a) a modification made by a party other than Windstream; or (b) Windstream's compliance with designs, instructions or specifications provided by Customer or its agents; or (c) a combination of a Service or product with other equipment, materials or processes not supplied by Windstream, or not reasonably anticipated by Windstream to be combined with the Service or products; or (d) use of a Service or product in violation of this Agreement.</i></p>

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.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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

XX. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

YY. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

ZZ. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

AAA. RECYCLING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

BBB. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				<i>Windstream seeks to establish and maintain a work environment that is free from the effects of improper drug use. "Improper drug use" includes the use of (i) any drug or substance (including alcohol) that is illegal under federal, state, or local laws, (ii) any drug not prescribed by a licensed physician for the current treatment of the employee, or (iii) any legal drug or substance (including alcohol) in quantities or any other manner that would or would be likely to adversely affect the ability of the employee to report to work on time and in a mental and physical condition conducive to the competent performance of his or her duties. Any improper drug use by an employee, whether off the job or on-the-job, can adversely affect the work place and our ability to accomplish our goal of a work environment free of improper drug use.</i>

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.

CCC. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				<i>Employees of Windstream and its designated subsidiaries must, as a condition of employment, successfully complete a pre-employment background investigation. This includes social security number trace, employment history verification, education, and felony and misdemeanor records. County and federal criminal searches of all counties where the applicant lived, worked, and attended school in the last seven years are conducted.</i> <i>E-Verify has been in place for all locations since October 29, 2009.</i>

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.

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
DC				

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.

EEE. POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
		DC		<i>Windstream is willing to agree to extend the same standard terms and conditions in any resulting contract between Windstream and the Board to other public education agencies, or any governmental or non-profit entity that the Board offers the chance to purchase items on this proposal to. Each entity must commit to its own term and volume commitment by way of signing a separate contract with Windstream. Pricing will be determined on an individual case basis.</i>

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.

FFF. OFFICE OF PUBLIC COUNSEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
		DC		<i>This Act is not applicable to the services Windstream will be offering.</i>

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.

GGG. LONG-TERM CARE OMBUDSMAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:
		DC		<i>This Act is not applicable to the services Windstream will be offering.</i>

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.

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 2017 E-rate deadline and each succeeding year to be established by the USAC. Once Intents to Contract have been announced by the State, each contractor must work expeditiously toward a signed contract to allow enough time for the local approval process. Failure to reach a signed contract with the State prior to Thursday, February 16, 2017, may risk negation of purchases for the July 1, 2017 through June 30, 2018 performance year.

A. E-RATE

The originating FCC Form 470 number for this RFP is 170055258.

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.

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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 ten (10) years past the last date of service. Documents may be retained in electronic format or paper. The document list includes, but is not limited to, copies of bids, signed contracts, proof of service delivery, invoices, documentation of any service down time, and any other document retention required by the FCC.

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

Service Provider Identification Number (SPIN): 143030766

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

This RFP is 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.

1. Omaha (2 locations)
2. Lincoln
3. Grand Island
4. 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 this contract.
Windstream is willing to agree to extend the provision of services under the resulting contract between Windstream and Customer to any other affiliate of customer of Customer. Each such affiliate must commit to its own term and volume commitment by way of signing a separate service agreement between Windstream and the affiliate. The Windstream Service Terms and Conditions provided as part of this Response shall apply to such affiliate, and will be attached by way of an addendum to said separate service agreement. Nothing contained in this Response shall be deemed to be a guarantee that Windstream can feasibly provide the service at such locations proposed by an affiliate or at the same prices provided herein. Determination of pricing and feasibility for servicing such affiliates shall be made on a case by case basis.

"Affiliate" is defined for the purposes hereof, as any entity that Customer controls, is controlled by, or is under common control with. "Control" (including the terms controls, controlled by and under common control with) is defined as the power to either directly or indirectly direct the management and policies of an entity, including without limitation, through the ownership of at least 51% of the equity or voting interests of such entity.

- c. There is no guarantee that any or all 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

B. PROJECT OVERVIEW

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The objective of this section of the RFP is to identify Contractor(s) who will design, develop, and implement high-speed data connectivity that will meet the current and future telecommunications needs of eligible participants over the term of the contract. Each bidder will provide cost-effective, scalable and flexible high speed data transport services that can connect eligible entities listed in Appendix A to Network Nebraska. In each Section the bidder may bid on one or more of the eligible entities listed in Appendix A. Each site/service 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.

C. 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.

D. PROJECT REQUIREMENTS

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The K-12 schools and educational service units that require this service must be converted during the month of July 2017 and the month of July for each succeeding year. The circuits should be installed and tested by the first Friday in August 2017 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 2017 and each succeeding year or incur liquidated damages (see Section III, DD Liquidated Damages). Existing service must remain active until the final cutover (see Section IV, E. 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.

E. TRANSITION REQUIREMENT

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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.

F. TECHNOLOGY REFRESH

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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.

Windstream acknowledges the State's interest in technologies that offer improved performance and more efficient and cost effective ways to meet the State's telecommunications requirements. Windstream agrees to periodically apprise the State of improvements to Windstream's existing technologies and product offerings and of the expected and actual availability and implementation of new technologies and products by Windstream. Should the State desire to implement new technologies and replace existing services, the parties will negotiate in good faith changes to the existing contract, including pricing.

G. SCOPE OF WORK

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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 2017 and each succeeding year and must be as transparent as possible with completion by the first Friday in August 2017 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 purchased capacity over a single 1 Gigabit Ethernet interface or over a single 10 Gigabit Ethernet interface; multiple interfaces are allowed only as a redundant path for the primary connectivity. The new connectivity capacity can be aggregated at an existing "core" site interface as long as overall capacity of the core interface is not exceeded due to the introduction of the additional remote site capacity. The State will not allow a separate cost for this "aggregation connection", that cost must be included as part of the individual site or sites being bid.

Appendix A 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.

H. TECHNICAL REQUIREMENTS

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The bidder must provide a network design in which:

1. Layer 2 (802.1q/802.1p) VLAN and QoS tags must be allowed through the provided network connection and must remain unchanged by the provider.
2. Ethernet frames containing a 1500-byte payload (for a total minimum supported Ethernet frame size of 1542 bytes), must be allowed and flow as a single complete frame without any fragmentation by the provider's equipment. Reference: http://en.wikipedia.org/wiki/Ethernet_frame
3. Layer 2 performance must be adequate to support jitter and latency sensitive applications (i.e. video over IP).
4. The network interface to the customer's CPE must be an Ethernet-based handover connection. The connection must support either 802.1q tagged frames or must support 802.1ad provider bridging. Network Nebraska WILL NOT coordinate customer VLAN tags with the provider; the provider must either tunnel the customer VLAN tags through the provider network or must leave the customer VLAN tags unchanged from end-to-end.
5. Allow participating institutions to manage their own IP address space and routing.
6. Performance metrics on contracted circuits must be provided to Network Nebraska staff within 24 hours of request.
7. Network Nebraska must be notified within 24 hours of performing OoS changes, network monitoring changes or any other network changes that may have a positive or negative effect on performance as outlined in the RFP.
8. The provided connection must be tested to prove performance before it will be considered complete and usable. Testing according to ITU-T Y.156sam or RFC-2544 for performance, frame-loss and latency is preferred but detailed performance, frame-loss, latency and QOS test disclosure is also acceptable. Testing must validate the minimum frame size specified is supported.
9. Every connection's receive AND transmit capacity must meet or exceed the bandwidth amount that is bid. Testing must validate that capacity meets the amount purchased before the connection will be considered complete and usable. If proof of end-to-end circuit capacity and testing is not provided, circuit acceptance will be delayed until networking personnel can verify that the circuit meets requirements.

I. PROJECT PLANNING AND MANAGEMENT

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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.

Windstream will work closely with the State of Nebraska to ensure a successful implementation by developing an individual, detailed Implementation Plan specifically for State of Nebraska. Windstream will coordinate and manage the process of implementation from equipment delivery to testing and activation/cutover.

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:

- i. name, address, and telephone number of the Subcontractor(s);
- ii. specific tasks for each Subcontractor(s);
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

Windstream will work closely with the State of Nebraska to ensure a successful implementation by developing an individual, detailed Implementation Plan specifically for State of Nebraska. Windstream will coordinate and manage the process of implementation from equipment delivery to testing and activation/cutover.

At the conclusion of the implementation, the Windstream PM will provide a complete inventory of all circuits and include addresses, circuit identification numbers, DID numbers, demark location numbers and end of term date.

J.

SERVICE LEVEL GUARANTEES

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

Windstream has submitted a Service Level Agreement ("SLA") as part of this RFP response in TAB 08. The parameters, guarantees, credit procedures and limitations are covered in the attached SLA which would be included as part of any contract.


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K. SPECIFICATIONS

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Initial

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.

Windstream must perform maintenance throughout the network for network stabilization (aka: break fix emergencies) and network expansion and upgrade activities. In some cases, a maintenance window may result in a temporary service interruption to Windstream customers, but this may be dependent on the types of services provided (i.e., redundancy vs Point to Point facilities). Windstream will perform maintenances to minimize the expected service disruptions in cases where a service impact is expected. Windstream will use all reasonable efforts to provide notification of the network maintenance on Windstream Online. Customers have the option to receive email notification of service impacting planned network maintenance. (Customers also have an option to unsubscribe to the mailing list at the Windstream Web site).

Maintenance Classifications

- *Standard: A Request for Change (RFC) becomes Normal when it is scheduled within > 14 calendar days of the maintenance start time. (All maintenance types)*
- *Demand: An RFC becomes Demand when it is scheduled within 3 to 14 calendar days. These requests are reviewed on a case by case basis for to validate the shortened lead time.*
- *Emergency: An RFC becomes an Emergency when it is a break/fix required to stabilize the Windstream network. These are generally done the same night. (card replacements, circuit repairs, etc.), or the following day depending on risk and spare/part availability.*

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.

Windstream's Enterprise Repair Center (ERC) Response and Status Intervals:

- *Out of Service: Windstream will review the trouble ticket and our ERC's goal is to provide initial status to out of service troubles within thirty minutes (or within agreed upon time with both parties) of the trouble ticket being opened by a customer. Customers experiencing an out of service condition will typically be given status every hour or upon status change. Internal and external escalations will begin within the first hour and continue up every hour.*
- *Service Affecting: Windstream will review the trouble ticket and our ERC's goal is to provide initial status to service-affecting troubles within two hours (or within agreed upon time with both parties) of the trouble ticket being opened by a customer. Customers experiencing service-affecting conditions will typically be given status every four hours or upon status change. Internal and external escalations will begin within two hours and continue up every two hours.*

Windstream adheres to all industry standards for network performance and restoration. The goal for Mean Time to Repair on a down connection is four hours or less. The time to repair is calculated from the time trouble recognition is reported to the Windstream ERC through various means, including automated network monitoring or customer notification to the time the issue has been resolved. Windstream does not have a maximum time to repair because of the fact that a ticket is not closed until directed to by our customer, even if it has been determined to be an issue out of Windstream's realm of responsibility. This is to ensure the highest customer satisfaction. All remedies for interruptions in service are set forth in the Windstream SLA and applicable schedule(s).

On a daily basis, ERC management reviews all open trouble tickets to determine what additional corrective action or resources are required. The priority system is utilized as a guideline for escalation and allocation of resources. All service calls, regardless of priority assigned, are addressed within the overall trouble resolution process. Priority assignment drives escalation timeframes, and assists the lead ERC technician in the allocation of resources.

Throughout the trouble resolution process, customers have access to Windstream personnel for both status and escalation via phone or online in the Windstream customer portal. Follow-up calls into repair can be placed to obtain the current status of a trouble. Customers can also speak directly with the ERC technician working on a trouble.

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

The State of Nebraska can self-manage your account 24 hours a day, 7 days a week with Windstream's online customer support tool. This is a secure access to a password-protected individual service portal is free to every Windstream subscriber.

Windstream Online provides access to real-time reporting on the usage and utilization of your Windstream services to help you make important communications decisions. Usage and utilization reporting is an important way for telecom managers to evaluate the effectiveness of their company's communications services.

L.

IMPLEMENTATION PLAN

DC

Accept &
Initial

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.

Windstream has included a Sample Project Management Plan as part of this RFP response in TAB 05.

M.

DEPLOYMENT STATUS REPORTS

DC

Accept &
Initial

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. *Windstream will work closely with State of Nebraska to ensure a successful implementation and transition from current carrier by developing an individual, detailed Implementation Plan specifically for State of Nebraska. Working closely with the State of Nebraska to clarify expectations and scope and developing a detailed project risk analysis and resolution plan helps to ensure minimal interruption of service and addresses how delays within the project will be handled. In addition, the Windstream project manager will host weekly meetings with the team to discuss progress, issues, concerns, and open actions and provide a detailed tracking spreadsheet to the State of Nebraska for review.*

N.

BILLING

DC

Accept &
Initial

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.

O.

CERTIFICATION

DC

Accept &
initial

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).

P. DC
 Accept &
 Initial

COST SHEET INSTRUCTIONS

Proposals will address the impact of normal growth, as well as planned and unplanned network expansion or service enhancement. All prices shall be proposed as an individual location/school cost on a recurring or non-recurring basis. **All bidder costs must be reflected in either the monthly recurring or non-recurring charges, or taxes and fees column as listed in the Appendix A. 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 A. The bid prices listed must include the cost of doing business as indicated below. Provide a cost number in the appropriate cell.

The State of Nebraska is responsible for taxes not subject to the exemption, surcharges, fees, and assessments that apply to the sale and use of the services, including how those may change in the future and even if not identified in Windstream's pricing proposal.

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 warranty and maintenance of the provided circuits in the service rates.

4. QUANTITY

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

Windstream has read and understands, noting, however, that the Windstream services offered in this RFP response are priced according to the proposed term and volume commitment. In the event that the volume of service actually ordered or the proposed term is materially different than as stated in this RFP, Windstream reserves the right to re-visit its pricing to ensure that it meets Windstream's profitability standards, in its sole and reasonable discretion.

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 (36), not to include extensions, plus the one-time non-recurring costs.

SAMPLE—Bidder 'A' will be compared to other bidders on School X based on overall cost of \$100,105.20 for 36 months.

Entity	Bandwidth	Bidder 'A' NRC	Bidder 'A' MRC	Bidder 'A' Taxes/Fees	Bidder 'A' 36-month Cost
School X	100Mbps	\$0	\$500	\$34.75	\$19,251.00
School X	200Mbps	\$0	\$600	\$41.70	\$23,101.20
School X	300Mbps	\$0	\$700	\$48.65	\$26,951.40
School X	400Mbps	\$0	\$800	\$55.60	\$30,801.60
Total					\$100,105.20

APPENDIX A

FIRM NAME: WINDSTREAM

#	USAC Billed Entity Number	EDU	BILLED ENTITY NAME FIBER SITE NAME	SEEKING	Non-recurring Cost - Grand Island, 3180 W. Hwy 34	Total Monthly Recurring - Grand Island, 3180 W. Hwy 34	Monthly Taxes and Fees* - Grand Island, 3180 W. Hwy 34	Total 36-month Cost - Grand Island, 3180 W. Hwy 34	Non-recurring Cost - Lincoln, 901 N. 17th	Total Monthly Recurring - Lincoln, 901 N. 17th	Monthly Taxes and Fees* - Lincoln, 901 N. 17th	Total 36-month Cost - Lincoln, 901 N. 17th	Non-recurring Cost - Omaha Pk, 1110 S. 67th	Total Monthly Recurring - Omaha Pk, 1110 S. 67th	Monthly Taxes and Fees* - Omaha Pk, 1110 S. 67th	Total 36-month Cost - Omaha Pk, 1110 S. 67th	Non-recurring Cost - Omaha, 1623 Farnam	Total Monthly Recurring - Omaha, 1623 Farnam	Monthly Taxes and Fees* - Omaha, 1623 Farnam	Total 36-month Cost - Omaha, 1623 Farnam	Non-recurring Cost - Scottsbluff, 4502 Ave I	Total Monthly Recurring - Scottsbluff, 4502 Ave I	Monthly Taxes and Fees* - Scottsbluff, 4502 Ave I	Total 36-month Cost - Scottsbluff, 4502 Ave I		
A-12 SCHOOL DISTRICTS																										
1	138756	10	CALLAWAY PUBLIC SCHOOLS CALLAWAY HIGH SCHOOL 101 N NEEDHAM CALLAWAY, NE 68005-5402 (308) 875-2272 CUSTER COUNTY	100 Mbps 200 Mbps 300 Mbps 400 Mbps 500 Mbps 600 Mbps 700 Mbps 800 Mbps 900 Mbps 1,000 Mbps																						
2	16069106	9	SOUTH CENTRAL UNIFIED DIST NO 5 LAWRENCE HENSON ELEMENTARY SCHOOL 850 S NEVADA, PO BOX 388 NEILSON, NE 68701-0388 (402) 275-3371 MUSKOGEE COUNTY	40 Mbps 60 Mbps 250 Mbps 500 Mbps 1,000 Mbps						250.00 400.00 525.00 650.00 900.00		9,000.0000 14,400.0000 18,900.0000 23,400.0000 37,400.0000														
3	16079401	10	CENTRAL VALLEY PUBLIC SCHOOLS CENTRAL VALLEY HIGH SCHOOL AT GREELEY 303 N SHERMAN GREELEY, NE 68742 (308) 428-3145 GREELEY COUNTY	100 Mbps 200 Mbps 300 Mbps 400 Mbps 500 Mbps 600 Mbps 700 Mbps 800 Mbps 900 Mbps 1,000 Mbps																						
4	198320	19	OMAHA PUBLIC SCHOOLS 8000 PANT CENTER 6805 PANT ST OMAHA, NE 68109 (402) 465-7800 DOUGLASS COUNTY	NEW SERVICE 100BPS 200BPS 300BPS 400BPS 500BPS 600BPS 700BPS 800BPS 900BPS 1000BPS						900.00 944.00 1,826.68 1,827.45 1,828.04 1,828.20 1,828.26 1,828.31 1,828.40 1,828.48		32,400.0000 33,984.0000 65,760.0000 65,788.2000 65,809.3556 65,815.1480 65,817.1972 65,818.0736 65,822.4288 65,825.2908														
EDUCATIONAL SERVICE UNITS																										
5	190081 (601761)	17	EDUCATIONAL SERVICE UNIT 17 EDUCATIONAL SERVICE UNIT 17 ADMIN. OFFICE 707 N MAIN ST, PO BOX 227 AINSWORTH, NE 68010-1753 (402) 877-3420 BROWN COUNTY	100 Mbps 200 Mbps 300 Mbps 400 Mbps 500 Mbps 600 Mbps 700 Mbps 800 Mbps 900 Mbps 1,000 Mbps																						
NEW LIBRARY CONNECTIONS TO NETWORK NEBRASKA																										
6	138849	9	HASTINGS PUBLIC LIBRARY HASTINGS PUBLIC LIBRARY 517 W 4th ST HASTINGS, NE 68031-7550 (402) 461-2346 ADAMS COUNTY	NEW SERVICE 100 Mbps 200 Mbps 300 Mbps 400 Mbps 500 Mbps 600 Mbps 700 Mbps 800 Mbps 900 Mbps 1,000 Mbps						413.32 503.00 550.00 600.00 650.00 700.00 750.00 800.00 850.00 900.00		14,878.5308 18,000.0000 19,800.0000 21,600.0000 23,400.0000 25,200.0000 27,000.0000 28,800.0000 30,600.0000 32,400.0000														
7	138719	10	GRAND ISLAND PUBLIC LIBRARY GRAND ISLAND PUBLIC LIBRARY 711 N WASHINGTON ST GRAND ISLAND, NE 68801-5715 (402) 385-5433 HALL COUNTY	UPGRADE 100 Mbps 200 Mbps 300 Mbps 400 Mbps 500 Mbps 600 Mbps 700 Mbps 800 Mbps 900 Mbps 1,000 Mbps						1,527.56 1,526.88 1,527.15 1,527.33 1,527.43 1,528.55 1,528.59 1,528.62 1,528.65 1,528.65 1,527.54		54,692.0376 54,667.6656 54,677.4936 54,683.7180 54,687.6296 55,387.8972 55,389.3988 55,390.2624 55,326.7656 55,351.5444														
8	138811 1905205	19	OMAHA PUBLIC LIBRARY DUNCAN CENTER MAIN LIBRARY 212 S 15TH ST OMAHA, NE 68102-1601 (402) 444-4800 DOUGLASS COUNTY	NEW SERVICE 100 Mbps 200 Mbps 300 Mbps 400 Mbps 500 Mbps 600 Mbps 700 Mbps 800 Mbps 900 Mbps 1,000 Mbps						3,271.50 3,269.72 3,270.88 3,270.83 3,270.83 3,271.12 3,343.13 3,343.27 3,343.36 3,343.41 3,338.46		117,773.8956 117,709.8984 117,733.8456 117,740.7216 117,760.1788 120,352.6728 120,357.6984 120,360.8844 120,362.8428 120,186.6500														
9		19	MILTON R. BRUNNEN BRANCH 513 N 50TH ST OMAHA, NE 68131-2029 (402) 444-6004 DOUGLASS COUNTY	100 Mbps 200 Mbps 300 Mbps 400 Mbps 500 Mbps 600 Mbps 700 Mbps 800 Mbps 900 Mbps 1,000 Mbps						904.64 903.65 904.14 904.34 904.17 976.33 976.42 976.48 976.52 976.53		32,567.1660 32,581.8784 32,549.2092 32,556.1176 32,560.8012 35,147.2022 35,150.8508 35,153.1864 35,154.7056 35,155.7244														

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

APPENDIX A

FIRM NAME: WINDSTREAM

Circuit #	USAC Billed Entity Number	ESU	BILLED ENTITY NAME FRONTIER NAME	SEEKING	Non-recurring Cost - Grand Island, 3180 W. Hwy 84	Total Monthly Recurring - Grand Island, 3180 W. Hwy 84	Monthly Taxes and Fees* - Grand Island, 3180 W. Hwy 84	Total 36-month Cost - Grand Island, 3180 W. Hwy 84	Non-recurring Cost - Lincoln, 901 N. 17th	Total Monthly Recurring - Lincoln, 901 N. 17th	Monthly Taxes and Fees* - Lincoln, 901 N. 17th	Total 36-month Cost - Lincoln, 901 N. 17th	Non-recurring Cost - Omaha PKI, 1110 S. 67th	Total Monthly Recurring - Omaha PKI, 1110 S. 67th	Monthly Taxes and Fees* - Omaha PKI, 1110 S. 67th	Total 36-month Cost - Omaha PKI, 1110 S. 67th	Non-recurring Cost - Omaha, 1623 Farnam	Total Monthly Recurring - Omaha, 1623 Farnam	Monthly Taxes and Fees* - Omaha, 1623 Farnam	Total 36-month Cost - Omaha, 1623 Farnam	Non-recurring Cost - Scottsbluff, 4502 Ave I	Total Monthly Recurring - Scottsbluff, 4502 Ave I	Monthly Taxes and Fees* - Scottsbluff, 4502 Ave I	Total 36-month Cost - Scottsbluff, 4502 Ave I				
10		13	BERNARD FRANCH 4725 BIRNEY ST OMAHA, NE 68104-3477 (402)444-5946 DOUGLAS COUNTY	100 Mbps			1,356.77	48,843.8678																				
				200 Mbps			1,357.59	48,871.5972																				
				300 Mbps			1,357.72	48,877.7868																				
				400 Mbps			1,357.81	48,881.1564																				
				500 Mbps			1,457.86	46,883.0008																				
				600 Mbps			1,429.75	51,471.1080																				
				700 Mbps			1,429.78	51,471.9684																				
				800 Mbps			1,428.30	51,418.6216																				
				900 Mbps			1,428.78	51,435.8648																				
				1,000 Mbps			1,429.01	51,444.3708																				
11		19	8650 10th SOUTH LEXHORN BRANCH 7100 RFA DRIVE #12 LEXHORN, NE 68023-4304 (402)684-4147 DOUGLAS COUNTY	100 Mbps																								
				200 Mbps																								
				300 Mbps																								
				400 Mbps																								
				500 Mbps																								
				600 Mbps																								
				700 Mbps																								
				800 Mbps																								
				900 Mbps																								
				1,000 Mbps																								
12		19	LORENCE BRANCH 2570 BONDWAGON ST OMAHA, NE 68112-0823 (402)444-5395 DOUGLAS COUNTY	100 Mbps			8,237.69	286,556.8148																				
				200 Mbps			8,236.05	286,497.8812																				
				300 Mbps			8,237.05	286,534.0124																				
				400 Mbps			8,237.52	286,550.5436																				
				500 Mbps			8,224.83	286,093.7936																				
				600 Mbps			8,303.72	288,853.7940																				
				700 Mbps			8,305.61	289,001.9940																				
				800 Mbps			8,308.92	289,018.3388																				
				900 Mbps			8,307.82	289,080.8396																				
				1,000 Mbps			8,308.43	289,109.5412																				
13		19	MILLARD BRANCH 13714 WESTWOOD BL OMAHA, NE 68148-0398 (402)444-4546 DOUGLAS COUNTY	100 Mbps			1,078.15	38,813.3498																				
				200 Mbps			1,078.36	38,820.8282																				
				300 Mbps			1,078.99	38,822.0112																				
				400 Mbps			1,078.40	38,822.4000																				
				500 Mbps			1,078.50	38,826.0000																				
				600 Mbps			1,149.58	41,385.1176																				
				700 Mbps			1,149.78	41,392.1376																				
				800 Mbps			1,149.93	41,397.3104																				
				900 Mbps			1,150.03	41,401.1160																				
				1,000 Mbps			1,150.11	41,403.9024																				
14		19	EAST FARMER BRANCH 11950 A JEL AVE OMAHA, NE 68116-4510 (402)444-4545 DOUGLAS COUNTY	100 Mbps			5,305.70	181,005.8120																				
				200 Mbps			5,305.72	181,005.8120																				
				300 Mbps			5,305.72	181,001.9272																				
				400 Mbps			5,307.28	181,067.4724																				
				500 Mbps			5,307.61	181,073.8652																				
				600 Mbps			5,379.62	193,666.3668																				
				700 Mbps			5,379.72	193,668.9596																				
				800 Mbps			5,379.74	193,670.6400																				
				900 Mbps			5,379.75	193,671.0000																				
				1,000 Mbps			5,379.80	193,672.8000																				
15		19	A.W. SORENSEN BRANCH 4506 TASS ST OMAHA, NE 68132-1002 (402)444-5374 DOUGLAS COUNTY	100 Mbps			1,781.13	64,120.8800																				
				200 Mbps			1,781.26	64,125.4572																				
				300 Mbps			1,781.32	64,156.1472																				
				400 Mbps			1,781.48	64,169.1684																				
				500 Mbps			1,782.22	64,178.0172																				
				600 Mbps			1,854.67	66,768.2064																				
				700 Mbps			1,854.81	66,773.2392																				
				800 Mbps			1,854.91	66,778.6412																				
				900 Mbps			1,854.97	66,778.9056																				
				1,000 Mbps			1,855.01	66,780.3816																				
16		19	SOUTH OMAHA LIBRARY 2808 Q ST OMAHA, NE 68107-1407 (402)444-4550 DOUGLAS COUNTY	100 Mbps			3,187.00	114,735.6000																				
				200 Mbps			3,187.10	114,735.6000																				
				300 Mbps			3,187.78	114,759.9492																				
				400 Mbps			3,188.37	114,777.5624																				
				500 Mbps			3,188.58	114,784.8152																				
				600 Mbps			3,260.50	117,361.1644																				
				700 Mbps			3,260.73	117,368.2080																				
				800 Mbps			3,260.81	117,369.1364																				
				900 Mbps			3,260.86	117,360.8412																				
				1,000 Mbps			3,256.87	117,247.4352																				
17		19	W. CLARIE SWANSON BRANCH 9101 WINDOSEE RD OMAHA, NE 68124-8108 (402)444-4499 DOUGLAS COUNTY	100 Mbps			1,151.99	41,473.4888																				
				200 Mbps			1,152.28	41,482.0908																				
				300 Mbps			1,152.88	41,484.0132																				

APPENDIX A

FIRM NAME: WINDSTREAM

Circle #	USAC Billed Entity Number	EDU	BILLED ENTITY NAME FIBER SITE NAME	SEEKING	Non-recurring Cost - Grand Island, 3180 W. Hwy 24	Total Monthly Recurring - Grand Island, 3180 W. Hwy 30	Monthly Taxes and Fees* - Grand Island, 3180 W. Hwy 30	Total 36-month Cost - Grand Island, 3180 W. Hwy 30	Non-recurring Cost - Lincoln, 901 N. 17th	Total Monthly Recurring - Lincoln, 901 N. 17th	Monthly Taxes and Fees* - Lincoln, 901 N. 17th	Total 36-month Cost - Lincoln, 901 N. 17th	Non-recurring Cost - Omaha PKI, 1110 S. 67th	Total Monthly Recurring - Omaha PKI, 1110 S. 67th	Monthly Taxes and Fees* - Omaha PKI, 1110 S. 67th	Total 36-month Cost - Omaha PKI, 1110 S. 67th	Non-recurring Cost - Omaha, 1623 Farnam	Total Monthly Recurring - Omaha, 1623 Farnam	Monthly Taxes and Fees* - Omaha, 1623 Farnam	Total 36-month Cost - Omaha, 1623 Farnam	Non-recurring Cost - Scottsbluff, 4502 Ave I	Total Monthly Recurring - Scottsbluff, 4502 Ave I	Monthly Taxes and Fees* - Scottsbluff, 4502 Ave I	Total 36-month Cost - Scottsbluff, 4502 Ave I
NEW HIGHER EDUCATION CONNECTIONS TO NETWORK NEBRASKA																								
20			COLLEGE OF ST MARY COLLEGE OF ST MARY--WALSH HALL 243 7000 MERCY RD OMAHA, NE 68106-2377 (402)398-1457 DOUGLAS COUNTY	NEW SERVICE																				
				100 Mbps						1,556.70		56,041.2000												
				200 Mbps						1,556.79		56,042.2728												
				300 Mbps						1,557.03		56,052.9936												
				400 Mbps						1,557.22		56,056.8584												
				500 Mbps						1,557.34		56,064.2040												
				600 Mbps						1,629.25		58,652.8992												
				700 Mbps						1,629.31		58,655.1708												
				800 Mbps						1,629.35		58,656.5660												
				900 Mbps						1,629.37		58,657.3812												
				1,000 Mbps						1,629.40		58,658.4000												
21			CREIGHTON UNIVERSITY CREIGHTON COLLEGE OF NURSING-HASTINGS CAMPUS 215 N SAINT JOSEPH ST HASTINGS, NE 68901-4471 (602)481-5281 ADAMS COUNTY	NEW SERVICE																				
				100 Mbps						400.00		14,400.0000												
				200 Mbps						500.00		18,000.0000												
				300 Mbps						550.00		19,800.0000												
				400 Mbps						600.00		21,600.0000												
				500 Mbps						650.00		23,400.0000												
				600 Mbps						700.00		25,200.0000												
				700 Mbps						750.00		27,000.0000												
				800 Mbps						800.00		28,800.0000												
				900 Mbps						850.00		30,600.0000												
				1,000 Mbps						900.00		32,400.0000												
NEW MUSEUM CONNECTIONS TO NETWORK NEBRASKA																								
22			UNIVERSITY OF NEBRASKA STATE MUSEUM ASHFALL FOSSIL BEDS BLDGS AA01, AA05, AA10 & AA07, AA08, AA09 86930 517TH AVE HOVAL, NE 68173 (402) 893-2000 ANTELOPE COUNTY SEE ATTACHED MAPS FOR LAYOUT OF BUILDINGS AA01, AA05, AA10 & AA07, AA08, AA09.	NEW SERVICE																				
				100 Mbps																				
				200 Mbps																				
				300 Mbps																				
				400 Mbps																				
				500 Mbps																				
				600 Mbps																				
				700 Mbps																				
				800 Mbps																				
				900 Mbps																				
				1,000 Mbps																				

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

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

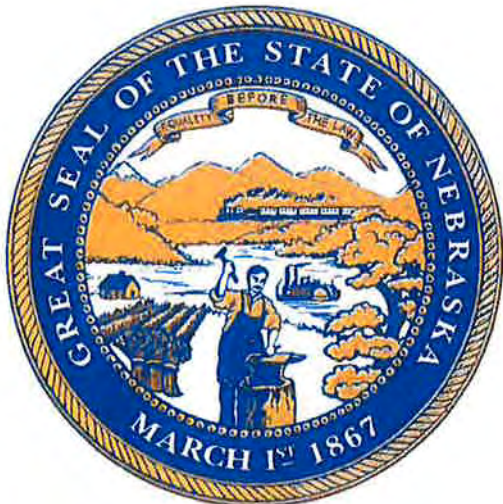
WINDSTREAM COMMUNICATIONS, INC.,

**a(n) Delaware Corporation was authorized to transact business in Nebraska
on December 21, 2005.**

**I further certify that no occupation taxes assessed are unpaid and no
occupation taxes are delinquent; and said corporation is authorized to
transact business in Nebraska as of the date of this certificate.**

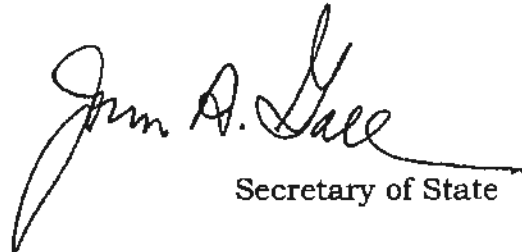
*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,



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

December 29, 2014


Secretary of State

SERVICE DELIVERY PROJECT MANAGEMENT

For

The State of Nebraska



WINDSTREAM PROJECT MANAGEMENT METHODOLOGY

Windstream has a wealth of knowledge, capabilities, and experience implementing major data and voice networks and services. The key to a successful implementation is assigning a designated project manager, then developing and executing a detailed implementation plan.

Upon contract award, Windstream will assign a project manager to oversee the installation of services for The State of Nebraska using Windstream's standard project management methodology. This methodology consists of processes and tools that guide the team through a successful and timely implementation.

Windstream's process has been used consistently and successfully during the past years to convert data and voice services for Windstream clients. Our clients (among others), include retail stores, restaurants, medical care organizations (e.g. hospitals and critical care facilities), charities, call centers, property management companies, government entities, financial institutions, educational organizations, and religious organizations.

PROJECT MANAGEMENT PROCESS

The Windstream project management methodology is centered on the proven principles of understanding and satisfying our client's requirements, while ensuring a smooth and successful service implementation. This standardized process will be customized to create a personalized detailed implementation plan for The State of Nebraska.

The Windstream project management methodology uses these phases:

1. Initiating
2. Planning
3. Executing (Implementing)
4. Monitoring and Controlling
5. Closing

Upon contract award, the Windstream project manager will schedule the initial planning sessions. During these planning sessions, the teams will work jointly to develop a comprehensive scope of work and detailed implementation plan. Project implementation will begin upon Windstream and The State of Nebraska approval.

Deliverables of the Initial Planning Sessions Include:

- Document project scope, including locations and services
- Identify project team members, including roles and responsibilities
- Determine project goals and deliverables
- Clarify The State of Nebraska's expectations and requirements as they relate to the implementation timeline, including speed of implementation and activation dates and times
- Confirm The State of Nebraska's billing requirements
- Identify actions and associated resources required to complete the implementation
- Develop a detailed project risk analysis and resolution plan to ensure minimal interruption of services during and after the implementation
- Determine the communication channels and plan to keep all project team members informed throughout the project
- Define escalation contacts and procedures
- Review the change control mechanisms
- Establish the testing and acceptance process

PROJECT MANAGER RESPONSIBILITIES

The Windstream project manager will lead and drive the conversion of The State of Nebraska's services to Windstream. The project manager will serve as the main point of contact for The State of Nebraska's project team throughout the project. In addition, the project manager will oversee and coordinate all Windstream activities required to install The State of Nebraska's services.

The Windstream project manager responsibilities are to:

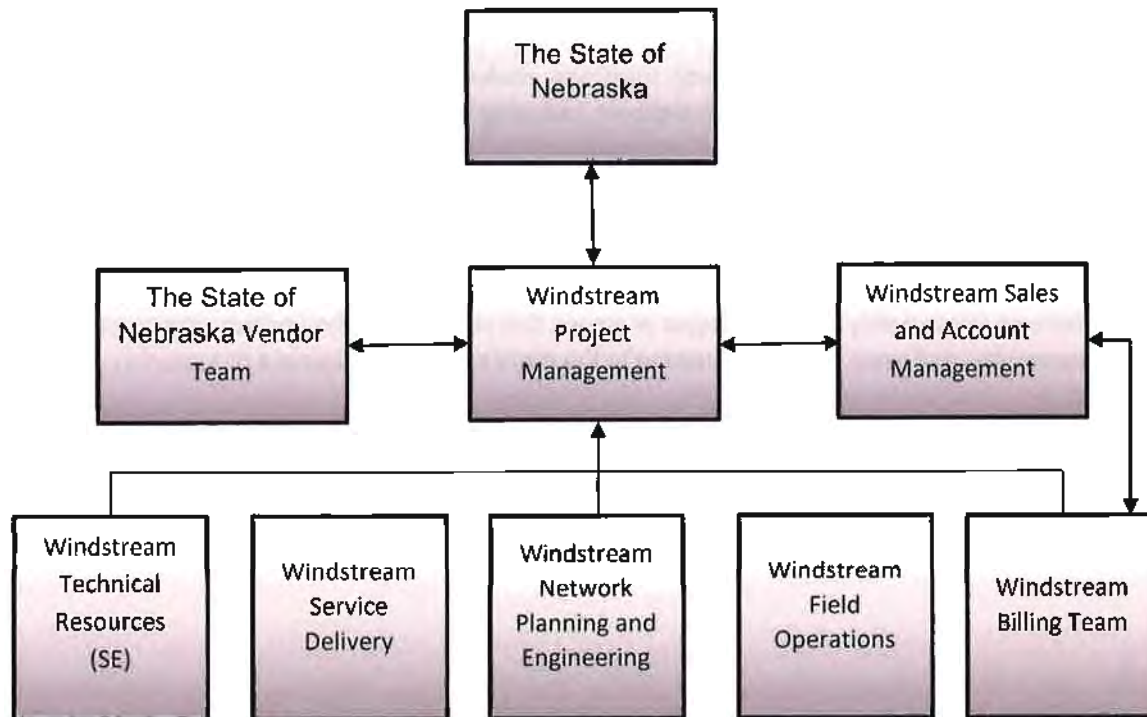
- Serve as the main point of contact for The State of Nebraska and Windstream project teams
- Develop, communicate, and execute the implementation project plan
- Lead discovery and planning sessions to confirm and document project requirements
- Document and communicate a clean and accurate scope of work that is understandable and agreed to all team members
- Identify potential project risks and issues, then document mitigation plans for risks and issues that may impact meeting the project goals
- Confirm all team members are committed to an on time installation
- Verify service orders are moving through the system and provide on-going project tracking and status updates
- Ensure all required tasks are completed accurately and in a timely manner
- Lead regular project status calls including providing meeting agendas and meeting minutes documenting key points and action items from the team calls
- Facilitate all project deadlines and ensure the implementation meets expectations / project objectives for The State of Nebraska
- Track and trend trouble tickets to ensure accurate and timely resolution
- Transition the project to Windstream's support team after successful installation of services

PROJECT TEAMS

It is critical that all Windstream and The State of Nebraska project team members are identified early in the process. Project team members include company employees, in addition to vendors contracted to assist with the implementation. The Windstream project manager and The State of Nebraska lead will ensure these resources are available and committed to a successful implementation.

The Windstream project manager will lead and coordinate the Windstream project team that will be responsible for project implementation. This Windstream project team will include (but is not limited to) team members from the following areas: Sales and Account Management, Technical Resources, Service Delivery, Network Planning and Engineering, Field Operations, and Billing. Technical Resources includes Sales Engineer (SE).

The Windstream project management methodology emphasizes a team environment, minimizing handoffs and maximizing open communications between team members. This enhances the team's ability to react to issues or questions that may arise during the implementation process.



THE STATE OF NEBRASKA PROJECT RESPONSIBILITIES

The Windstream project manager will lead the Windstream and The State of Nebraska project teams through a successful implementation. The State of Nebraska will also be heavily involved in developing and executing the implementation plan.

In addition, The State of Nebraska will:

- Provide a comprehensive and clean list of all services and geographical locations to be converted to Windstream services. If a clean and comprehensive list does not exist, The State of Nebraska project team will work with Windstream Sales and Service Engineering Team to develop documentation.
- Provide The State of Nebraska's project requirements and expectations to the Windstream project manager in the planning phase including:
 - Priority and order of location and services
 - Speed of activation (number of locations, circuits per day)
 - Implementation timing (day of week and time of day)
- Identify The State of Nebraska project team members and define each member's role during the implementation
- Provide resources for site surveys (if required), meetings, conference calls, testing, and installation
- Assist in defining the project communication protocol, including who will receive regular project updates and who will provide project direction.
- Define any special reporting requirements outside Windstream's standard reports (e.g. location naming conventions)
- Verify all required tasks at The State of Nebraska's site are completed prior to installation to meet scheduled dates
- Notify Windstream immediately of any changes or issues that arise during the implementation process
- Assist in researching and resolving issues related to the client site (e.g. equipment or systems)

DETAILED PROJECT PLAN

The Windstream project manager will work with the project team to develop and document a detailed project plan for the successful implementation of The State of Nebraska's services. The detailed project plan will be based on Windstream's Project Management Methodology and Processes that use the following phases and tools.

Phase One - Initiating

In this phase, the Windstream team will work in conjunction with The State of Nebraska project team to ensure that the project scope -- including all project requirements, expectations, assumptions, and constraints -- are documented in full. All team members will thoroughly review these requirements to verify they are clear and complete.

Specific actions:

- Lead preliminary discussions regarding project scope
- Establish project expectations, goals, and deliverables
- Define project approach and strategy
- Determine resource requirements
- Collect and document The State of Nebraska account information, including contact, billing, and escalation contact information
- Summarize the information above and review with Windstream, The State of Nebraska project leads to confirm agreement on all items

Once The State of Nebraska provides approval, the Windstream project manager will lead the effort to develop project documents and plans in Phase Two – Planning.

Phase Two - Planning

In this phase, the Windstream project manager will work with the Windstream and The State of Nebraska project teams to document and communicate the detailed and final implementation plan and associated documents.

Specific actions:

- Identify all project team members, contact information, and project responsibilities
- Gain commitment from each member for a timely installation
- Lead initial discovery and planning meetings
 - Team members will finalize order details, such as the services to be installed at each location including (but not limited to) addresses and onsite contacts. The project team will review the inventory information and discuss any discrepancies with The State of Nebraska project team prior to order entry so any issues can be resolved before implementation
- Develop and document the detailed project plan and approach, including identifying: all project actions required for service implementation, the owner of each task, the timeline, and the duration and dependency of each project task
- Develop a tracking spreadsheet of all locations and services to be converted - this will be used for management and reporting purposes
- Introduce The State of Nebraska team to the Windstream support teams and provide contact information to all team members
- Develop and document potential project risks, issues, and concerns. Each item on this issue/risk log will include: required action(s), the owner, the due date, and a mitigation plan to minimize the impact to the project
- Develop and document the project communication protocol, including identifying The State of Nebraska's communication expectations and requirements, and determining escalation contacts
- Identify capacity needs and create network and system design documents
- Finalize project scope and complete all paperwork required to process orders for service implementation

Upon completion of the above items, the Windstream project manager will present the final project scope and documents to the project teams for approval. Once all project team members agree to the scope, the project manager will move to the project execution phase.

Phase Three – Executing (Implementing)

In this phase, Windstream will implement the requested services at all The State of Nebraska locations. The Windstream project team will work with The State of Nebraska project team to implement services according to the project goals, timeline, and expectations agreed upon during the planning phase.

Specific actions:

- Lead project kick-off meetings (internal and external) to review the project scope, plan, timeline, and objectives, then introduce the team and review communication protocol
- Verify service orders are entered into and moving through Windstream's provisioning system
- Track equipment delivery, installations, testing, and activation to completion
- Ensure all team members from both The State of Nebraska and Windstream are aware of the activation dates for any onsite work such as (but not limited to) required equipment, dmarc extension, and access to dmarc and the equipment room
- Document and regularly communicate project progress to The State of Nebraska and project team members via the agreed upon communication method
- Lead regular status calls with key team members to discuss project status, issues, risks, upcoming tasks, and schedule. This includes providing meeting invites, agendas, and minutes to all team members
- Implement communication plan to confirm individual sites are ready and expecting the service implementation at their location

Phase Four – Monitoring and Controlling

In this phase, Windstream will compare actual performance to planned performance and take corrective measures to resolve any issues with service, quality, or scope.

Specific actions:

- Ensure project plan compliance by measuring actual vs. expected performance, monitoring quality, and identifying and implementing corrective action if required
- Implement change management and quality standards, including monitoring implementations and trouble tickets
- Track, resolve, and communicate issues or trouble tickets with a sense of urgency – including driving and escalating (if needed) issues to resolution to minimize disruption of The State of Nebraska's services

This phase continues until activation at the final location is completed.

Phase Five – Closing


In this phase, the Windstream project team will obtain acceptance from The State of Nebraska that the implementation of services is completed according to the project goals and expectations established up front. The project will then move to Windstream support teams.

Specific actions:

- Confirm all project orders have been completed
- Ensure all open issues have been or are being addressed
- Lead the final project call
- Receive acceptance from all Windstream and The State of Nebraska project team members that all services have been converted successfully
- Provide The State of Nebraska with documentation for all services implemented
- Introduce and transition The State of Nebraska to Windstream's support teams
- Conduct a post-implementation review to discuss areas where Windstream can better serve The State of Nebraska
- Close out the project in the system and file project documents and information

PROJECT ACTIONS AND RISKS

The key to a successful project is to identify all required actions and potential risks early in the process; then document and document a plan to complete each action on time and mitigate potential risks prior to project execution. The Windstream project team members will work with The State of Nebraska project team to identify project actions and potential risks in the planning phase, and develop action and risk mitigation plans prior to starting service implementations. The Windstream project manager will track and monitor all project actions, issues and risks on the form shown below to ensure the actions are completed on time and the risk mitigation plan has been effective, and the risks have truly been mitigated.

Customer Name:										windstream 
No.	Item <small>Issue, Risk, or Action</small>	Category	Risk Assessment Criteria	Department	Owner	Status	Target Date	Completed Date	Comments	
	Billing									
	Discovery									
	Mover, Add, Change, Delete (MACD)									
	Circuit Considerations									
	Equipment									
	Data									
	MPLS									
	Project Communication									
	Scheduling/ Timeline									
	Pre-Cut Meeting									
	Voice									
	Closeout									

In addition, the Windstream project manager will identify project controls to: 1) effectively manage any trouble tickets reported during the implementations; and 2) ensure an urgent response and a timely resolution of all issues.

All projects have potential issues and risks. Windstream’s proactive project management methodology and service transition process includes a designated team to respond with a sense of urgency and complete focus on all reported issues or trouble tickets without a regard to whom caused the issue (Windstream, current service provider, vendor, etc.). Our goal is to resolve issues and move the project forward.

PROJECT DOCUMENTATION AND REPORTING

Progress monitoring, control, and reporting against key milestones are critical to ensure a successful project implementation. Windstream will provide The State of Nebraska with standard reports throughout the various phases. During the initiation and planning phases, Windstream will also work with The State of Nebraska project team to understand any additional or special reporting needs, and to develop reports that meet those requirements.

To help ensure clear and timely communication to The State of Nebraska project team, Windstream will perform the following tasks on a regular basis:

- Schedule regular project conference calls or meetings with all team members to discuss project actions, status, issues, and progress
- Publish meeting agendas to ensure effective and productive project meetings with clear objectives
- Publish meeting minutes that provide a summary of the items discussed, decisions made, and action items (including task owners and timelines)
- Document on a spreadsheet a listing all of The State of Nebraska locations and service details, including circuit IDs, account numbers, Firm Order Commitment (FOC) information, plus dates for equipment delivery, installation, testing, and service activation.

Key information in The State of Nebraska order and location tracking log includes (but is not limited to):

- The State of Nebraska account number
- Products and services ordered
- Priority for installation
- The State of Nebraska Onsite contact information
- Order number
- Order launch date
- Facility order submission date
- Circuit IDs (Windstream and LEC)
- FOC date
- Equipment location
- Facility termination DMARC
- Facility test and accept date
- Install date (for equipment, data, and voice conversion)
- All IP addresses
- All telephone numbers for porting
- Responsibilities and contact info for all Windstream, The State of Nebraska, and vendor team members
- Status
- Comments / action items

Important information, including a key to show status by location, from the customer tracking log is shown below.

Scope Information				Order Information						Activation					
Site Name	Product(s)	Action Item/Notes	Facility Order Submission Date	Windstream Circuit ID	LEC Circuit ID	Facility FOC (Firm Order Commitment)	Equipment Location	Facility Termination DEMARC	Facility Test & Accept Date	Equipment Install Date	Data Install Date	Voice Conversion Date	Status	Bill Preview	Comments

KEY
In progress
Scheduled
Completed
Customer Action

SUMMARY

Windstream has a proven track record of successfully implementing complex, large scale services to multiple locations across the country. The Windstream project management process is a critical component to ensure a smooth transition. At project onset, the Windstream Sales and Project Management Teams will confirm the project scope is clear and comprehensive, that the project plan is well-defined and communicated to all team members, and that the implementations are completed efficiently with minimal disruption in service to The State of Nebraska. We look forward to working with The State of Nebraska on your service implementation.

Windstream's commitment to "smart solutions, personalized services."

ADDENDUM ONE

Date: December 22, 2016
To: All Bidders
From: Robert Thompson / Michelle Thompson, Buyers
AS Materiel State Purchasing Bureau
RE: Addendum for Request for Proposal 5495 Z1
to be opened January 19, 2017 at 2:00 p.m. Central

Section IV, A. E-RATE is hereby amended as follows:

The originating FCC Form 470 number for this RFP is **170055258**.

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

ADDENDUM TWO, QUESTIONS and ANSWERS

Date: January 4, 2017

To: All Bidders

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

RE: Addendum for Request for Proposal 5495 Z1
to be opened ~~January 19, 2017~~ **January 26, 2017** at 2:00 p.m. Central

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.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	D. Communications with State Staff and Evaluators - Exceptions	1	Who may we contact for site survey information if needed?	The State of Nebraska will provide a list of site contacts to arrange site visits. (See Attachment Three.) The site visits are made possible solely for the purpose of viewing the premises to determine costs to make an informed bid. Any statements or information provided by non-State personnel shall not be binding to RFP 5495 Z1 or the State of Nebraska.
2.	i. Scope of Requested For Proposal A. Schedule of Events	1	Due to the extensive schedule of Christmas and New Year holidays, will the State grant a request for a 7 day extension to the RFP Response due date?	The State of Nebraska can accommodate a seven-day extension. The new RFP bid opening date will be Thursday, January 26,

				2:00pm CT for all bidders. See Addendum Three for a revised Schedule of Events.
3.	III. Terms and Conditions	5	Is it acceptable to use the current MSA in place?	Yes, providing that the MSA resulted from a previous State Purchasing RFP for participants of Network Nebraska (e.g. RFPs 5153, 4582, 4180, 3886, 3827) and not the Office of the CIO contracts. Please use the Form B (last page of the RFP) to indicate your firm's desire to use a previously agreed-to MSA. Bidder may also indicate this by initialing the appropriate boxes in the tables in Section III.
4.	G. Technical Requirements	31	Are all locations to be connected via optical Ethernet?	For customer locations, a copper handoff is allowed if speed and distance limitations are not exceeded. Optical handoffs are also allowed, using either single-mode or multi-mode optics and cables. The handover must support the distance and speed that is needed to complete the connection to customer equipment.
5.	G. Technical Requirements	31	What is the type of handoff required at the aggregation point – optical or electrical?	Optical; the interface will be a SFP or SFP+ Ethernet optic on the Network Nebraska side (a Single-mode optic is preferred but can be a multi-mode handover if speed and distance allow it).
6.	K. Implementation Plan	33	Will the current service provider be dropped for any location awarded to a new service provider?	It is anticipated that all applicable sites will migrate to the new RFP 5495Z1 contract, including its terms, duration and awardee, providing the new service provider terms and pricing are found to be in the best interests of the entity's site location.
7.	K. Implementation	33	Is the Customer willing to hot cut service at 211 No.	A hot-cut is allowed as long as the change-over date

	Plan		Washington St., Grand Island or prefer a migration to the new service provider?	and time can be agreed upon by the customer and both incoming and outgoing providers to minimize the service outage duration. Transition times more than a few hours are generally not accepted. New service providers should plan for a service start date on or about July 1, and no later than August 4, 2017.
8.	O. Cost Sheet Instructions 5. Proposal Cost Tabulation	34	Will an exception be granted to delete bandwidth not offered to the calculation average?	No. The evaluation formula computes the lowest overall cost for 36 months for all of the listed bandwidths on each circuit. It is in the best interest of prospective bidders to provide cost data for each of the listed bandwidths for any or all of the 22 circuits listed in Appendix A.
9.	O. Cost Sheet Instructions	34	Is the State open to multiple carriers based on price per end point, or is an "all-or-none" response required?	The State of Nebraska may award each individual circuit to the lowest cost bidder, providing that the bidder has indicated compliance with the terms and conditions and technical requirements. There will be no conditional bids or "all or none" bids accepted.

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

ADDENDUM THREE, REVISED SCHEDULE OF EVENTS

Date: January 4, 2017

To: All Bidders

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

RE: Addendum for Request for Proposal 5495 Z1
to be opened January 26, 2017 at 2:00 p.m. Central

	ACTIVITY	DATE/TIME
5.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	January 19, 2017 January 26, 2017 2:00 PM Central Time
6.	Review for conformance of mandatory requirements	January 19, 2017 January 26, 2017
7.	Evaluation period	January 20, 2017 – January 24, 2017 January 27, 2017 – January 30, 2017
8.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	January 26, 2017 February 1, 2017
9.	Contract finalization period	January 26, 2017 – February 9, 2017 February 1, 2017 – February 16, 2017
10.	Contract award	February 16, 2017 February 23, 2017

	ACTIVITY	DATE/TIME
11.	Contractor start date	February 16, 2017 February 23, 2017

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

ADDENDUM FOUR, QUESTION & ANSWER AND REVISED SCHEDULE OF EVENTS

Date: January 6, 2017

To: All Bidders

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

RE: Addendum for Request for Proposal 5495 Z1
to be opened January 26, 2017 at 2:00 p.m. Central

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	Question	State Response
1.	<p>In the RFP, it states that questions and exceptions need to be submitted by January 6th.</p> <p>Can you please elaborate on what exceptions would be due tomorrow? Is it just the exceptions to section III or all exceptions to the bid? Please advise.</p>	<p>Questions were due December 30th and responses were posted to our site January 4th, link provided.</p> <p>http://das.nebraska.gov/materiel/purchasing/5495/5495.html (Note: If you have visited our site in the past, please refresh your browser and/or delete your cache/cookies to see the most recent updates.)</p> <p>Exceptions the State is requesting to be submitted early with a completed Form B, by the date shown in the schedule of events, are any exceptions to Sections III Terms and Conditions. Form B also requests bidders to include any Service Level Agreements (SLAs) or other documents such as customer agreements, user agreements. Bidders also may mark their agreement to use previously agreed to Terms and Conditions as noted in the State's response to Question 3. In Addendum Two. Please review Form B carefully along with the tables provided with each Term/Condition in Sections III., and respond accordingly.</p>

<p>Is there any way that we can get an extension on that date as our legal team is still reviewing the terms and conditions?</p>	<p>The early submission of exceptions and other documents is to allow the State additional time to review exceptions due to the limited time from contract start date and Federal filing date.</p> <p>Yes, please see the revised schedule of events below.</p>
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REVISED SCHEDULE OF EVENTS

	ACTIVITY	DATE/TIME
4.	Last day to submit "Letter of Intent To Bid and Acceptance or Exceptions to Section III Terms and Conditions and provision of Service Level Agreement (SLA)"	January 6, 2017 January 12, 2017
5.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	January 10, 2017 January 26, 2017 2:00 PM Central Time
6.	Review for conformance of mandatory requirements	January 19, 2017 January 26, 2017
7.	Evaluation period	January 20, 2017 – January 24, 2017 January 27, 2017 – January 30, 2017
8.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	January 26, 2017 February 1, 2017
9.	Contract finalization period	January 26, 2017 – February 9, 2017 February 1, 2017 – February 16, 2017
10.	Contract award	February 16, 2017 February 23, 2017
11.	Contractor start date	February 16, 2017 February 23, 2017

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

ADDENDUM FIVE, ADMONITION TO BIDDERS and NOTIFICATION OF INTENT TO BID

Date: January 13, 2017
To: All Bidders
From: Robert Thompson / Michelle Thompson, Buyers
AS Materiel State Purchasing Bureau
RE: Addendum for Request for Proposal 5495 Z1
to be opened January 26, 2017 at 2:00 p.m. Central

The list of bidders who submitted their completed Form B is posted on the RFP 5495 Z1 webpage. Bidders who proposed exceptions are **not** required to have State acceptance in order to submit an RFP response.

In order to qualify for an award, all bidders must still submit an RFP response that meets the Mandatory Requirements per Section II, K excerpted below by the proposal opening date and time provided on Addendum Three, Revised Schedule of Events.

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. Completed Section III;
3. Cost Proposal (Appendix A).

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

WINDSTREAM SERVICE TERMS AND CONDITIONS

Together with any proposal/order, service schedule(s), and any document incorporated by reference herein, these terms ("Agreement") apply to all telecommunications and related services ("Services") provided to Customer by the Windstream affiliate billing Customer ("WIN").

- 1. Term and Renewal.** This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the last date that Services are installed (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term"). If this Agreement is a renewal, it may take one to two billing periods for the rates herein to become effective.
- 2. Charges for Services.** Charges are set forth on a proposal or assessed as Services are used by Customer (i.e., features, installation/repair, long distance (rounded up to next cent), etc.). Customer is responsible for all permissible taxes, surcharges, fees, and assessments that apply to Services, including how those may change in the future, and regardless of whether such charges are identified in the Agreement. Customer shall pay all charges if WIN or a third party provider is required to extend the demarcation point, delay installation due to Customer, or undertake special construction. **WIN RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCS") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.**
- 3. Installation.** Customer must provide an environment that is suitable for the Services, including equipment that is compatible with WIN's network. Unless otherwise agreed in writing by WIN, Customer is responsible for obtaining access to Customer's premises for WIN to install Services/perform maintenance and WIN will not enter into any agreements with Customer's landlord or other third parties to obtain same. Customer is solely responsible for disconnecting Services with its current service provider to avoid duplicated charges after Service installation. For fixed wireless Services, unless otherwise agreed in writing by WIN, Customer has the additional material obligations to: (a) obtain "roof rights" and make available all evidence of same to WIN; (b) provide space for WIN equipment at the Service locations, no further than three hundred (300) feet from Customer's router or switch interface; and, (c) provide internal building conduit to allow WIN the ability to rod/rope to the point of demarcation. WIN shall not be liable for any reasonable alterations or necessary work to the Service locations that are required for installation and removal of WIN equipment.
- 4. Billing and Payment; Disputes.** Installation occurs and billing at a location begins on the earlier of (i) the date WIN makes Services available to Customer for its use (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) the date that Service would have been available for use by Customer if Customer had fulfilled its obligations required to provision and install the Service. Bills are issued monthly and are late if not paid by the due date reflected on the invoice. Customer is responsible for paying all costs and fees WIN incurs as a result of collecting Customer's unpaid and resolved disputed charges. WIN may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. WIN may accept payments marked "payment in full" or being in settlement of any dispute without waiving any rights it has to collect in full. If full payment is not received for undisputed charges in immediately available funds, WIN will add collection and late fees. In certain service areas, paper bills are available only upon request and for a monthly charge. To dispute charges, Customer must do so in good faith and deliver to WIN in writing the specific basis for such dispute within sixty (60) days after the date on the invoice or the dispute shall be deemed waived.
- 5. Credit and Deposits.** Customer authorizes WIN to ask credit-reporting agencies for Customer's credit information. WIN may either refuse to serve Customer based on such credit information or require Customer to submit an initial security deposit and/or advance payment or if Customer increases Services, is late on payment, or its credit rating changes. Any deposit will be refunded if not applied by WIN to any unpaid amount.
- 6. Moves.** If Customer moves, it must provide at least ninety (90) days' advance written notice and pay applicable installation charges and increased monthly service charges for the new location. If WIN cannot serve the new location, cannot install Service at the new location due to Customer's failure to provide enough notice, or Customer terminates due to the move, cancellation charges or liquidated damages pursuant to Sec. 11 shall apply.
- 7. WIN-Provided and Owned Equipment; Customer Equipment Compatibility.** Any equipment owned and installed by WIN on Customer's premises remains the property of WIN. Equipment shall remain in good condition and be reasonably protected by Customer from theft and damage, less normal wear and tear. WIN shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse WIN for the cost of any necessary repairs. WIN reserves the right to refuse to perform any installation or repair work and may, when necessary, charge Customer for interior or exterior cable or wiring to complete the installation or repairs at WIN's then current hourly rates. Customer shall provide WIN reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If WIN does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if WIN requests Customer return the equipment and Customer does not return the equipment to WIN within thirty (30) days of termination or it is returned damaged (during shipping or otherwise), Customer shall reimburse WIN for the fair market value of the equipment as well as any attorney's fees and costs to collect. Customer's equipment, software, cables or hardware attached to WIN equipment or WIN's network is solely the responsibility of Customer and must be compatible with and not cause any interference on WIN's network.
- 8. WIN-Provided Software.** Software and its documentation provided as part of Services and Equipment or otherwise provided by WIN to Customer shall be used by Customer solely as part of the Services and for no other purpose. Customer may be required to provide WIN with evidence that its use of the Software is in compliance with this Agreement and/or third-party software licensor's terms. Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software.

Use of Services. Customer and/or anyone acting through it may not resell Services or use Services for: (a) traffic aggregation; (b) its own end users and/or customers as a telecommunications or any other kind of provider; (c) sending WIN calls that originate from a location other than the local calling area associated with the Customer's service location; or (d) sending WIN large volumes of calls from or to areas that are high-cost (areas with access costs greater than regional Bell operating company access costs) or to a toll-free number. Additionally, no more than ten percent (10%) of Customer's calls may be six (6) seconds or less and/or no more than forty percent (40%) of call attempts may be uncompleted per trunk group and/or DS0/DS0 equivalent. For violations of this Section, WIN may: (w) immediately terminate Services; (x) charge Customer long-distance charges and

an additional price per minute; (y) charge Customer any additional amounts necessary to recoup WIN's administrative costs and charges from other carriers; and/or, (z) require Customer to pay for the excessive use immediately and make a deposit.

10. **Termination.** Either party may terminate this Agreement by providing at least thirty (30) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and fails to cure within thirty (30) days after written notice (or after ten (10) days' notice for nonpayment). Customer's right to terminate for breach applies to the affected location and/or Services only. WIN may limit, interrupt, suspend or terminate Services IMMEDIATELY if Customer or others acting through Customer: (a) use the Services in violation of Sec. 9; (b) use the Services in a manner that affects WIN's network or other customers, (c) use the Services fraudulently or unlawfully; (d) use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or, (e) use the Services in a manner that may cause or is causing an imminent and significant operational, financial, or security risk; or, (f) impersonates another person, uses obscene or profane language or is abusive to or harassing WIN representatives and fails to stop such behavior after receiving a written or verbal warning. After termination due to breach, WIN may restore Service if Customer corrects any breach and pays all outstanding amounts owed, including restoration charges. In addition to these termination rights, if WIN determines that providing Services is not economically or technically feasible or because underlying facilities leased from third parties are no longer available to WIN due to legal/regulatory changes, WIN has the right to terminate this Agreement either prior to installation or on sixty (60) days' notice after installation.
11. **Effect of Termination.**
 - a. **Pre-Installation-** If Customer terminates this Agreement due to any reason other than WIN's material breach or if WIN terminates this Agreement due to Customer's material breach after the Effective Date but prior to the installation of Service(s), Customer will pay WIN a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if WIN's costs to other providers are greater than this amount, Customer shall also reimburse WIN for such additional costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by WIN to prepare for installation. The Cancellation Charge set forth in this Section is in lieu of the charges set forth in 11(b).
 - b. **Post-Installation-** IF CUSTOMER TERMINATES THIS AGREEMENT OR PART OR ALL SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR WIN'S MATERIAL BREACH OR IF WIN TERMINATES THIS AGREEMENT DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER SHALL PAY TO WIN AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCs APPLICABLE TO THE SERVICES THAT WERE TERMINATED MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM EXCEPT THAT IF WIN'S COSTS TO OTHER PROVIDERS ARE GREATER THAN THIS AMOUNT, CUSTOMER SHALL ALSO REIMBURSE WIN FOR SUCH ADDITIONAL COSTS. IF THE CUSTOMER PARTIALLY CANCELS AND HAS A MINIMUM MONTHLY FEE ("MMF"), THEN THE CUSTOMER SHALL CONTINUE TO BE BILLED THE MMF ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WIN.
12. **Limitation of Liability; Indemnity.** FOR PURPOSES OF SECTIONS 12 AND 13, "WIN" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WIN RESELLS SERVICES. EXCEPT FOR WILLFUL MISCONDUCT, WIN'S LIABILITY FOR SERVICES AND INSTALLATION WILL NOT EXCEED ANY CREDITS OFFERED BY WIN FOR OUTAGES PURSUANT TO WIN'S THEN-EFFECTIVE CREDIT POLICY. IN NO EVENT WILL WIN BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED DUE TO THEFT OR FRAUD OVER THE SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WIN NOTIFIES CUSTOMER OF INCREASED USAGE. PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WIN'S LIABILITY AS PROVIDED HEREIN. CUSTOMER INDEMNITY: CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD WIN HARMLESS IF CUSTOMER'S USE OF THE SERVICES CAUSES A THIRD PARTY TO MAKE A CLAIM AGAINST WIN.
13. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WIN'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS. EXCEPT AS EXPRESSLY PROVIDED IN WIN'S PRIVACY POLICY AND BY LAW, WIN HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WIN'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.
14. **Force Majeure.** WIN shall have no liability, including service credits, for any delay or failure to perform caused by any event beyond its reasonable control or during any maintenance periods necessary on WIN's network or equipment, including but not limited to delays or failures caused by third parties' or Customer's actions or failure to act or permit WIN access.
15. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE SERVICE

PUBLICATIONS POSTED AT <http://www.windstream.com/Legal-Notices/>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.WIN.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.WIN.com/privacy.aspx>; (IV) FOR CERTAIN VALUE-ADDED SERVICES (LE., ONLINE BACK UP SERVICES, TECH HELP, ETC), THE CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES REQUIRED PRIOR TO ACCESSING THEM; AND (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE. This Agreement constitutes the parties' entire agreement. In the event of any conflict between the terms of this document and any of the documents incorporated by reference, the terms of this document control followed (in order) by any click-through agreements for applicable Services, the Tariffs and the FCC or state Service Publications, and then the Acceptable Use and Privacy policies.

16. **Miscellaneous.** (a) **Signatures and Amendments:** This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. WIN also may execute this Agreement via a verifiable electronic signature. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any WIN employee or agent; (b) **Notices and Electronic Communications:** Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to WIN at WIN, Attn: Correspondence Division, 301 N. Main St., Greenville, SC 29601, windstream.business.support@windstream.com or at such other address provided to the other party. Customer disconnection requests must be initiated by accessing the online portal at www.windstreamonline.com, or by calling 1-800-600-5050. CUSTOMER AGREES THAT WIN MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WIN'S SERVICES; (c) **Compliance with Laws; Applicable Law:** Each party shall comply with all laws and regulations applicable to this Agreement. This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided or, if provided in multiple states, then Delaware law, both of which shall be without regard to that state's conflict of laws principles; (d) **Waiver of Jury Trial:** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (e) **Statute of Limitations:** Other than billing disputes subject to shorter time periods in Sec. 4, no claim may be asserted by either party more than two (2) years after the occurrence that is the basis of the claim; (f) **Assignment:** On written notice, either party may assign this Agreement (for WIN, such assignment may be in whole or in part), to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer must complete all paperwork necessary to effectuate such assignment or any change in ownership.; (g) **Third Party Beneficiaries:** No third party shall be deemed a beneficiary of this Agreement; (h) **Waiver:** Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) **Severability:** If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) **Survival:** Sections 12 and 13 survive after this Agreement ends; (k) **Handwritten Changes:** Handwritten changes are not binding on either party; (l) **Use of Products in U.S.:** Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At WIN's request, Customer shall sign written assurances and other export-related documents as may be required for WIN to comply with U.S. export regulations; (m) **Publicity and Confidentiality:** Customer agrees that WIN may publicly disclose that WIN is providing Services to Customer and may include Customer's name in promotional materials and press releases. Except when this Agreement is required to be filed with a governmental authority, this Agreement is confidential and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of WIN.

For Managed CPE Firewall Services only:

Authorization to Perform Testing. Customer grants WIN the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service ("Firewall"). Customer agrees to notify WIN and obtain any third party service provider's ("Host") consent to provide the Firewall on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein and to facilitate any necessary communications and exchanges of information between WIN and Host in connection with the Firewall. Customer agrees to indemnify, defend and hold WIN and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this Section and from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Firewall entails certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Firewall; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

For Managed Network Security Cloud Firewall only:

WIN agrees that it will maintain all applicable PCI-DSS requirements to the extent WIN handles, has access to, or otherwise stores, processes, or transmits Customer's cardholder data or sensitive authentication data, or manages Customer's cardholder data environment on behalf of Customer.

PCI-DSS Compliance:

Routers installed by WIN and managed at Customer's premises are part of WIN's transport infrastructure, and as such are not within the scope of PCI-DSS audits. The demarcation points for delivery of WIN's network Services are at those interfaces where WIN routers connect to Customer's LAN network at Customer's premises.



**USAC ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS
FOR E-RATE PROGRAM APPLICANTS**

This Addendum is entered between Windstream (“WIN”) and _____ (“Customer”), and amends the Windstream Service Terms and Conditions (“Agreement”) entered between WIN and Customer (“Parties”).

Because the Customer is a USAC E-Rate Program applicant, the Agreement is amended as follows:

1. Please indicate Customer’s Billed Entity Number (“BEN”):

BEN: _____

2. A new section, **Installation Before Funding Decision**, is added to the Agreement:

WIN recognizes that Customer’s ability to satisfy its obligations under this Agreement is dependent upon the receipt of funding from USAC, and the Parties have agreed to enter into this Agreement prior to receiving a funding decision. If Customer desires for WIN to proceed with installation of Services, or construction if applicable, prior to receipt of a funding decision, Customer must indicate its request below. Absent an affirmative response from Customer, WIN will not start installation or construction until after Customer and WIN receive a funding decision. Customer understands and agrees that if it chooses to have WIN proceed with installation or construction prior to receipt of a funding decision, and Customer does not receive funding, Customer shall be subject to the full termination liability as described in the **Effect of Termination** section of the Agreement in the event it terminates this Agreement.

Customer requests that WIN proceed with installation or construction prior to receipt of a funding decision.

___ YES ___ NO

3. A new section, **USAC Funding Denial**, is added to the Agreement:

In the event USAC funding is denied after first having been approved, and WIN has then installed the Services, Customer shall be obligated to pay 100% of the charges for the Services; however, if such funding is denied wholly and directly due to WIN’s actions or inactions, Customer may continue to pay the discounted rate for the remainder of the applicable funding year. Prior to the end of that funding year, the Parties will renegotiate pricing and Customer will have the option to either continue under the Agreement with the renegotiated pricing or re-bid the Services and re-apply for funding with USAC. WIN reserves the right to terminate for non-payment in accordance with Section 10 of the Agreement if Customer fails to pay the full amount owed for the Services.

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

WIN and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Handwritten modifications to this Addendum are not binding on either WIN or Customer.

Customer

By: _____

Name:

Title:

Date:

Windstream

By: _____

Name:

Title:

Date:



FIBER BUILD ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS

This Addendum is entered between the Windstream (“WIN”) and _____ (“Customer”), and amends the Windstream Service Terms and Conditions (“Agreement”) entered between WIN and Customer (“Parties”).

Because the Services contemplated by the Agreement require construction efforts, the Agreement is amended as follows:

- 1) The following language is added to the end of Section 10, Termination:

Notwithstanding the foregoing, Customer agrees that it may not terminate the Agreement for late delivery without incurring termination liability pursuant to the “Termination Liability” section, unless the following conditions are met: (i) WIN misses the requested service date by more than One Hundred Eighty (180) days (the “Additional Construction Period”); (ii) Customer provides written notice to WIN within five (5) days following the end of the Additional Construction Period; and (iii) Customer provides written notice prior to a subsequent delivery of Service by WIN. If the Customer does not provide notice of termination pursuant to the foregoing conditions and Services are not available at the end of the five (5) day period following the Additional Construction Period, then WIN will have an additional One Hundred Eighty (180) day period to provide the Service, during which Customer may not terminate without incurring the Termination Liability. Notwithstanding any provision of this Agreement to the contrary, Customer may not terminate if any of the causes or reasons for WIN’s failure to deliver within One Hundred Eighty (180) days of the requested service date are beyond WIN’s reasonable control, which shall include: (i) act of God, fire, flood; (ii) fibers cuts, equipment failure, shortages or unavailability or other delay by a third party supplying services, equipment, fiber, network or rights thereto to WIN; (iii) government codes, ordinances, laws, rules, regulations or restrictions; (iv) strikes, lockouts or other labor disputes or unrest; (v) the process of securing permits; (vi) make ready construction; and, (vii) processes controlled by third parties relating to make ready construction such as engineering, surveying, moving lines and cables on poles, securing pole or conduit rights, and obtaining easements, franchises, use of rights of way, or similar permissions, authorizations or rights from unaffiliated third parties; and (viii) any other cause beyond the reasonable control of WIN. In these instances WIN’s obligations shall be excused and extended for and during the period of any such delay.

- 2) Section 11, Effect of Termination, is deleted in its entirety and is replaced with the following new Section 11, Termination Liability:

It is understood and agreed that if, before, on or after the service commencement date, Customer terminates any Service due to any reason other than material breach by WIN or if WIN terminates any Service for Customer's material breach or failure to pay sums due hereunder, Customer will pay WIN within ten (10) days of the effective date of termination: (i) for all Services previously rendered with respect to such Service; and (ii) an amount equal to the monthly fee for such Service multiplied by the number of months remaining in the applicable Proposal Term with respect to such Service. Such amounts constitute liquidated damages, not a penalty.

- 3) A new Section 17, Grant of License ("License"), is added:

Customer grants to WIN for the term of the Agreement the right to use and maintain such space as is necessary to provide the Services inside each Customer location (the "Licensed Space"). No fees or charges shall be imposed on WIN for the Licensed Space. As a part of this License, Customer shall provide WIN such rack space, power, back-up power, HVAC, 24/7 access and ingress/egress rights to the Licensed Space, and easement/building entrance rights from WIN's network from the public rights of way as are reasonably necessary to provide the Services per WIN's specifications.

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

WIN and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either WIN or Customer.

Customer

By: _____

Name:

Title:

WIN

By: _____

Name:

Title:

Windstream's Internet Acceptable Use Policy

Introduction

Windstream Communications, Inc. and its affiliates and subsidiaries ("Windstream," "we," or "us") appreciate the opportunity to provide you with a connection to the Internet. This Acceptable Use Policy, together with the terms and conditions for your Internet service, provide guidelines for your conduct on the Internet as a Windstream residential or business customer.

By using Windstream's Internet services, you agree to comply with this Acceptable Use Policy and to remain responsible for all activity originating from your account. We reserve the right to modify this Acceptable Use Policy from time to time, effective when posted to www.Windstream.com and/or www.Windstream.net. Your use of the Internet services after changes to the Acceptable Use Policy are posted shall constitute acceptance of any changed or additional terms.

Scope

This Acceptable Use Policy applies to Windstream's data services that provide (or include) access to the Internet, including but not limited to dialup, Broadband DSL, dedicated, data center services, managed security, and cloud firewall services, or that are provided over the Internet or wireless data networks (collectively "Internet services").

For ease of reference, this policy addresses the following topics:

- Section 1: Prohibited Activities
- Section 2: Consequences for Activities in Violation of this Policy
- Section 3: Privacy
- Section 4: Account Usage
- Section 5: Copyright Complaints

Section 1: Prohibited Activities

General Prohibitions: It shall be a violation of this Acceptable Use Policy to use our Internet service in any way that is unlawful, harmful to or interferes with use of our network or systems, or the network of any other provider, violates the policies of any network accessed through our Internet service, interferes with the use and enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

If you have any questions regarding this Acceptable Use Policy, or wish to report a suspected violation of this policy, you may contact abuse@windstream.net.

Intellectual Property Rights: Windstream's Internet services shall not be used to host, publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of Windstream or any individual, group or entity, including but not limited to rights protected by any intellectual property right.

Child Pornography: Windstream's Internet services shall not be used to host, publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to Windstream at the following e-mail address: cp-abuse@windstream.net. If Windstream receives a complaint of child pornography regarding your use of Windstream's Internet services and child pornography is apparent in the complaint, we will terminate your Internet service immediately. Further, we will report the complaint, any images received with the complaint, your subscriber information, including your screen name or user identification, your location, your IP address, and the date, time and time zone that the images were transmitted to the National Center for Missing and Exploited Children and to any applicable law enforcement agency.

E-mail and Related Services: Spam/E-mail or Usenet abuse is prohibited using Windstream's Internet services. Examples of Spam/E-mail or Usenet abuse include, but are not limited to the following activities:

- Sending a harassing e-mail, whether through content, frequency or size
- Sending the same (or substantially similar) unsolicited e-mail message to an excessive number of recipients
- Sending multiple unwanted e-mail messages to the same address, or sending any e-mail that provokes a complaint to Windstream from the recipient
- Continuing to send e-mail to a specific address after the recipient or Windstream has requested you to stop
- Falsifying your e-mail or IP address, or any other identification information
- Using e-mail to originate chain e-mails or originate or forward pyramid-type schemes
- Using a mail server to relay or intercept e-mail without the express permission of the owner
- Placing your web site address, which you have hosted through Windstream, on unsolicited commercial messages
- Sending e-mails, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of Windstream's network or of the networks with which Windstream interconnects, by virtue of quantity, size or otherwise
- Sending unsolicited mass or commercial e-mail ("spamming") for any purpose whatsoever. Mass or commercial e-mail may be sent only to recipients who have expressly requested receipt of such e-mails, by the sending of an e-mail request to the person performing the mass or commercial mailings. This exchanging of requests, acknowledgements, and final confirmations (commonly referred to as a "double opt-in" process) must be adhered to in its entirety for any mass or commercial e-mail to be considered "solicited." If you send mass or commercial e-mail, you must maintain complete and accurate records of all e-mail subscription requests, specifically including the e-mail and associated headers sent by you. Subscriptions that do not have a specific recipient-generated e-mail request associated with them are invalid, and are strictly prohibited. A violation of the CAN-SPAM Act will be considered a violation of this policy.
- Newsgroup spamming or cross-posting the same (or a substantially similar) article to multiple Newsgroups; Many Newsgroups prohibit posting of commercial advertisements or solicitations. Usenet policy prevents off-topic posting of articles. You are required to comply with both Newsgroup(s) and Usenet's policies. We reserve the right to restrict access to any Newsgroups.
- Using an Internet Relay Chat ("IRC") bot, or violating any policy of an IRC server, including use of IRC-based telephony and video conferencing. It is your responsibility to determine the acceptable use policies for any IRC server to which you connect. We reserve the right to restrict access to IRC services.

Hacking and Attacks: Hacking or attacking is prohibited using Windstream's Internet services. Hacking is any unauthorized attempt to monitor access or modify computer system information or interference with normal system operations, whether this involves Windstream equipment or any computer system or network that is accessed through our service. Attacking is any interference with Internet service to any user, host or network, including mail bombing, ping flooding, broadcast attempts or any attempt to overload a system to interrupt service. Examples of hacking and attacking include, but are not limited to the following:

- Satan or port scans, full, half, FIN or stealth (packet sniffing)
- SubSeven port probes
- BO scans or attacks
- Mail host relaying, mail proxying, or hi-jacking
- Telnet, FTP, Rcommands, etc. to internal systems
- Attempts to access privileged or private TCP or UDP ports
- Multiple and frequent finger attempts
- User ID/Password cracking or guessing schemes
- Virus, worms and Trojan horse attacks
- Smurf, teardrop and land attacks
- Participation in botnets, including but not limited to, spam e-mail messages, viruses, computer/server attacks, or committing other kinds of crime and fraud

Network Management: To preserve the integrity of our network, we implement reasonable network management practices to ensure that all customers have an enjoyable experience using the Internet. Windstream's Internet services shall not be used in a manner that is excessive or unreasonable with respect to frequency, duration or bandwidth consumption when compared to the predominant usage patterns of other customers on a similar service plan or in your geographic area. As technology and customer

usage change, Windstream reserves the right to adjust its determination of excessive or unreasonable use. Windstream reserves the right to terminate service that it determines is excessive or unreasonable or to implement charges for excessive or unreasonable usage in its sole discretion. In the event Windstream determines, in its sole discretion, a customer's usage is excessive or unreasonable, Windstream will make reasonable efforts to provide customer with notice prior to taking any action regarding customer's service.

Section 2: Consequences for Activities in Violation of this Policy

Suspension and Termination: Windstream has the right, in its sole discretion, with or without notice, to suspend or terminate your account when you engage in any conduct that violates Windstream's Terms and Conditions (which includes this policy, your written contract with Windstream, if applicable, or any other Windstream policy applicable to the service) at <http://www.windstream.com/terms.aspx>. We will make reasonable efforts to contact you if you are in jeopardy of suspension or termination; however, to protect our network and our customers, we reserve the right to block you first and subsequently contact you. We also reserve the right to cancel e-mail messages and/or restrict the size of e-mail distribution lists.

Charges: You agree to be responsible and pay for any activities that result in damages and/or administrative costs to us or our customers. These damages include, but are not limited to the following: system shut downs, retaliatory attacks or data flooding, and loss of peering arrangements. Damages may be as follows:

- Legal fees, subject to a minimum fee of \$500
- Activation fee or further deposits to reconnect suspended services
- Simultaneous login (Dial-up services); \$1.00 per hour. One-hour minimum charge; time exceeding the first hour will be rounded up to the next hour. Each simultaneous login will be treated as a separate instance of billing.
- Unsolicited bulk e-mail (spam clean-up): You will be charged \$300 + \$5 per message sent + \$100 per complaint received by Windstream.
- Windstream reserves the right to modify its rates any time and will provide notice through this policy.

Section 3: Privacy

Any information transmitted through the Internet, including information about you, can be intercepted by unwanted third parties. There is no guarantee that you or Windstream can prevent this. We provide certain security measures to reduce the risk that information about you is intercepted by others.

In an effort to protect your privacy, we:

- use security techniques designated to prevent unauthorized access of information about you.
- will honor your requests to remove your name from e-mail solicitation lists.
- do not collect personally identifiable information about you unless you provide it to us.
- do not sell the names and addresses of our customers, or visitors to our sites, to others without providing information of that disclosure when the personally identifiable information is collected.
- do not provide customer information to other companies with which we do business without an understanding that they will respect your privacy.

For more information about Windstream's privacy policies, please see Windstream's Privacy Statement at www.windstream.com or www.windstream.net.

Internet Security

Windstream can help you safeguard your family online. Windstream has partnered with industry leading experts to offer a robust collection of tools and services regarding Internet security. For more information, visit www.windstream.com/security.

Section 4: Account Usage

Usage

Your Windstream Internet account may only be used according to your service plan. If your account is not a dedicated account, then it may not be used to provide dedicated services such as e-mail, gaming, or streaming audio or video servers. Dedicated

accounts may include, but are not limited to Static DSL, Ethernet Internet and Dedicated Internet services. We have several dedicated service solutions for you to consider if you desire continuous access to the Internet. We may end an Internet session following periods of inactivity to minimize the burden on the network. The use of automated intervention, such as software or hardware devices, for the purpose of maintaining a connection to the service is strictly prohibited.

Personal web space is limited to 10 megabytes per Internet account. Personal web space shall be used for non-commercial use only. Windstream reserves the right to restrict access to sites that are being used for commercial use. Commercial web space size is dependent on the web-hosting package purchased by the customer. If a personal page receives an inordinately large number of hits, the owner of said page will have the option of moving the page to our commercial section or remove the page from their home directory.

Passwords

You are solely responsible for maintaining the confidentiality of your account I.D. and passwords. Subscribers should not provide their login and password for use by others outside of their immediate business or household. You must notify us immediately if your account I.D. and/or password have been lost, stolen, or otherwise compromised. Simultaneous use of our service by multiple users with a single login and password is not allowed. Reselling or sharing, in whole or in part, access to your Internet account or Internet connectivity without our expressed written consent is prohibited.

Internet Software

Windstream is not a software licensor, and the license agreement for your Internet software is not a part of your service agreement with us. This means that your software license agreement may either remain in effect or terminate independently from your Internet service.

We are not responsible for technical support or the integrity of any files or software that you obtain from any other source. It is your responsibility to determine whether any software that you intend to use, including any program that you intend to download from the Internet, is compatible with your computer and can be installed correctly and safely. We strongly recommend that you review the documentation accompanying any software before you attempt to install it.

Section 5: Copyright Complaints

The Digital Millennium Copyright Act of 1998 ("DMCA") provides recourse for owners of copyrighted material who believe their rights under U.S. copyright law have been infringed on the Internet or other telecommunications networks.

As a provider of transitory digital communications, Windstream's activities are typically protected by a safe harbor provision of the DMCA (see 17 U.S.C. 512 (a)). Windstream is therefore not obligated to respond to a copyright owner (or the owner's agent) nor does Windstream have a duty to remove or disable access to material transmitted, routed or connected to the Windstream network(s) that is initiated and/or directed by an individual user.

If you believe that Windstream has infringed your copyrighted work in a way that does not fall within the applicable DMCA safe harbor provision, please provide notice to our Designated Copyright Agent at the address below. The notice must include the following information as required by the DMCA (see 17 U.S.C. 512 (c)(3)). In addition, the notice should include the basis for your belief that Windstream is not merely providing transitory digital communications under 17 U.S.C. 512 (a) of the DMCA:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a singled notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provided to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

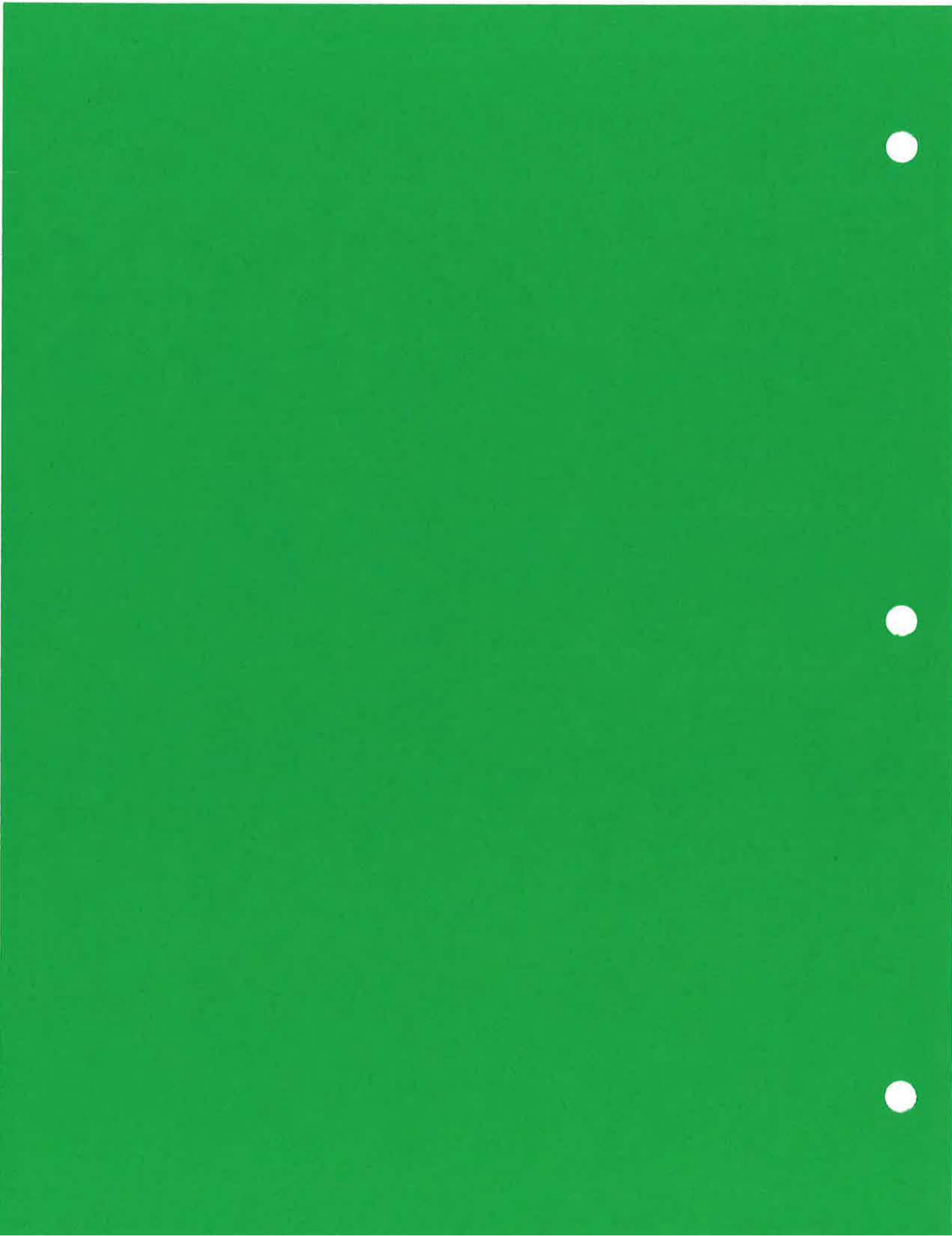
A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
The Designated Copyright Agent for Windstream may be reached as follows:

Windstream Communications, Inc.
11101 Anderson Drive
Little Rock, AR 72212
Attention: Designated Copyright Agent
By fax: 501-748-7325
By e-mail: abuse@windstream.net

If a copyright infringement notice has been wrongly filed against you as a result of mistake or a misidentification of the material, you may file a counter notification with our Designated Copyright Agent at the address noted above. The counter notification must provide the following information:

- Physical or electronic signature of the subscriber;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- The subscriber's name, address, telephone number and e-mail address, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.





This Service Level Agreement (“SLA”) only applies to Windstream’s Enterprise Data Products, as defined herein (the “Services”), and is offered as part of networking services provided by the applicable Windstream company. The SLA does not apply to any applications or enhanced telecommunications services, local access circuits, equipment sales and related maintenance services, or any other services provided by a Windstream company or any third party provider. The SLA is effective as of the first day of the first whole calendar month after the initial installation of Services. This SLA shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer’s obligations.

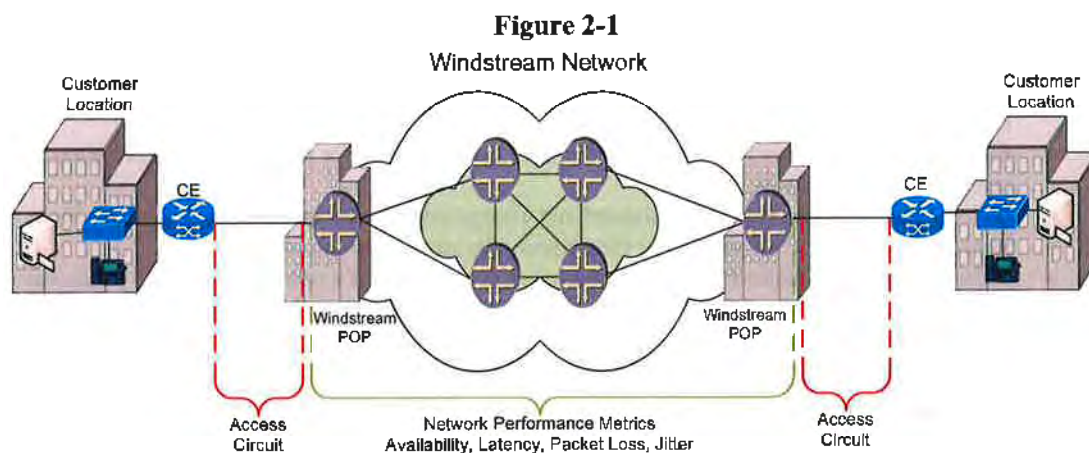
1 Description of Services

The Services covered under this SLA are Ethernet Internet (“EI”), Dedicated Internet (“DI”), and MPLS Networking Services. MPLS Networking Services (“MPLS Networking”) are IP Virtual Private Network (“IP VPN”), Virtual LAN Services (“VLS”), Dynamic IP, and Virtual PBX. Individually, the Services may be referenced in this SLA by the noted abbreviations. Collectively, the term “Services” as used in this SLA refers to any of the qualifying EI, DI, and MPLS Networking Services but does not refer and shall not be interpreted as referring to other services offered by Windstream or any third party provider. Services under this SLA shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

1.1 MPLS Networking

As noted above, MPLS Networking includes for purposes of this SLA only IP VPN, VLS, Dynamic IP, and Virtual PBX. Windstream’s MPLS Networking provides connectivity through Windstream’s network at designated speeds, enabling Customer to transport private data between two or more Customer locations. MPLS Networking enables Customer to prioritize voice or data through Quality Of Service (“QOS”) levels, as defined later, based on Customer’s unique business requirements.

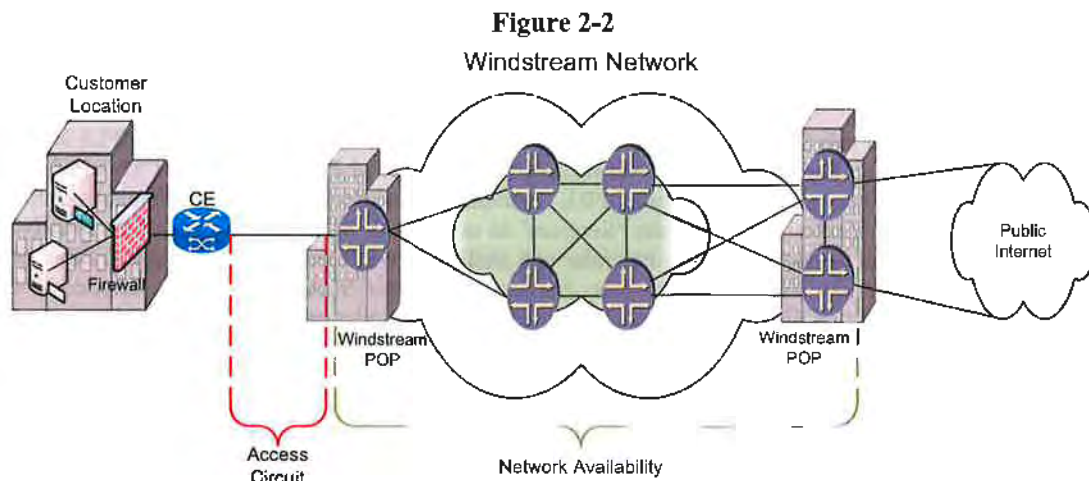
The performance of Windstream’s network for purposes of measuring MPLS Networking deliverables under this SLA is measured through Network Availability, Network Latency, Network Packet Loss, and Network Jitter. These individual metrics are defined in Section 3 below and collectively may be referenced in this SLA as “Network Performance Metrics.” All Network Performance Metrics will be measured across specific Points of Presence (“POP”) on Windstream’s Network (See figure 2-1). Windstream’s network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Performance Metrics.



1.2 Dedicated Internet / Ethernet Internet Access

As noted previously, in addition to MPLS Networking, this SLA applies to DI and EI. DI and EI provide connectivity to the public internet through Windstream's network at designated speeds.

The performance of Windstream's network for purposes of measuring DI and EI deliverables under this SLA is measured through Network Availability. For purposes of DI and EI, Network Availability will be measured across specific POPs on the Windstream Network. (See figure 2-2). Windstream's network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Availability.



2 Definition

2.1 Service Outage:

A Service Outage is defined as the complete unavailability or degradation of Services during any unscheduled period of time except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, "Exclusions"):

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;
- Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Services;
- Failure of power, equipment, services or systems not provided by Windstream;
- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network);
- Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated;
- Election by Customer not to release the Services for testing and/or repair during which time Customer continues to use Services;
- Maintenance activities (including planned and emergency) as set forth in Section 5 of this SLA;
- Implementation of a Customer order that requires Services interruption;
- Failure to report a Service Outage to Windstream or reporting of a trouble where no trouble was found;
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream's reasonable control; and
- Failure of equipment or systems responsible for network measurements.

2.2 Windstream Point of Presence ("POP"):

Physical location of Windstream router at the edge of Windstream's network that faces the Customer Edge and delivers private data and/or Internet Services to Customer's network.

2.3 Customer Edge ("CE"):

CE refers to the router at Customer's premises that is connected to the Windstream POP.

2.4 Quality of Service (“QOS”):

QOS is the ability to provide different priority to different applications, users, or data flows, or to offer a certain level of performance for data flows. For example, a required bit rate, delay, jitter, packet dropping probability and/or bit error rate may be offered by Windstream to Customer. To determine what QOS level applies to the Services, Customer either must select from the following QOS classes of service or subscribe to a Service that is defaulted into one or more QOS classes. The Windstream QOS classes are identified as:

QOS Class of Service	Description
Real Time	Real-time Class of Service delivers premium QOS to a customer’s site and is optimized for low latency and low jitter performance required for voice communications. All managed VoIP services are defaulted into Real-time QOS.
Mission Critical Data	Mission Critical Class of Service provides the highest priority treatment for data. Intended for applications with high business value requiring large bandwidth allocations and/or lower latency such as interactive video conferencing, streaming video, credit card transactions, and ERP applications like SAP and PeopleSoft.
Business Critical Data	Business Critical Data Class of Service provides priority treatment to transactional and interactive data such as email, or client/server applications
Standard Data	Standard Data class of Services enables customers to share latency and jitter tolerant data and Internet applications across all locations. DI and EIA traffic are defaulted into Standard Data QOS.

2.5 Calendar Month:

For the purpose of this SLA a Calendar Month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

3 Service Levels

3.1 Network Availability

For purposes of measuring Windstream’s MPLS Networking, DI, and EI QOS under this SLA, the term “Network Availability” is defined as the percentage of time in one Calendar Month during which POPs on Windstream’s wholly owned IP/MPLS network can deliver traffic to/from other Windstream POP locations and does not apply to local access circuits. Network Availability shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Availability measurements do not include the specified Exclusions (e.g., scheduled maintenance windows or planned outages).

The following outlines the Network Availability objectives in any given Calendar Month:

MPLS Networking DIA / EIA	99.99% (≤ 4.32 minutes of network unavailability per month)
--------------------------------------	--

3.1.1 Services Credit for time when Network Availability is not provided (“Network Unavailability”)

Network Unavailability / Duration	Services Credit
>4.32 minutes and ≤ 1hour	1/30 th of the Monthly Recurring Charge
>1 hour and ≤ 2 hours	2/30 th of the Monthly Recurring Charge
>2 hours and ≤ 3 hours	3/30 th of the Monthly Recurring Charge
>3 hours and ≤ 4 hours	4/30 th of the Monthly Recurring Charge
>4 hours and ≤ 5 hours	5/30 th of the Monthly Recurring Charge
>5 hours and ≤ 6 hours	6/30 th of the Monthly Recurring Charge
>6 hours and ≤ 7 hours	7/30 th of the Monthly Recurring Charge

>7hours and ≤ 8 hours	8/30 th of the Monthly Recurring Charge
>8 hours and ≤ 9 hours	9/30 th of the Monthly Recurring Charge
>9 hours and ≤ 10 hours	10/30 th of the Monthly Recurring Charge
>10 hours and ≤ 11 hours	11/30 th of the Monthly Recurring Charge
>11 hours and ≤ 12 hours	12/30 th of the Monthly Recurring Charge
>12 hours and ≤ 13 hours	13/30 th of the Monthly Recurring Charge
>13 hours and ≤ 14 hours	14/30 th of the Monthly Recurring Charge
> 14 hours	15/30 th of the Monthly Recurring Charge

3.2 Network Latency

For purposes of measuring Windstream’s MPLS Networking under this SLA, Network Latency is defined as the round trip delay (in milliseconds) of packets transported between specific Windstream POP locations across Windstream’s wholly owned IP/MPLS network and does not apply to local access circuits. Network Latency shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the latency objectives, depending on the class selected by Customer, in any given Calendar Month.

QOS Class of Service	Target Commitment
Real Time	≤ 40 ms (Roundtrip)
Mission Critical Data	≤ 45 ms (Roundtrip)
Business Critical Data	≤ 48 ms (Roundtrip)
Standard Data	N/A

3.2.1 Services Credit for Network Latency

QOS Class	Target	Network Latency, =(Credit as a fraction of the MRC for the Affected Services)
Real Time	≤ 40ms (Roundtrip)	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Latency SLA for Real Time QoS in a Calendar Month
Mission Critical Data	≤ 45 ms (Roundtrip)	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Latency SLA for Mission Critical QoS during any Calendar Month
Business Critical Data	≤ 48 ms (Roundtrip)	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Latency SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

3.3 Network Packet Loss

For purposes of measuring Windstream’s MPLS Networking under this SLA, Network Packet Loss is defined as the percentage of packets in a Calendar Month that are dropped between specific Windstream POP locations across Windstream’s wholly owned IP/MPLS network and does not apply to local access circuits. Network Packet Loss shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the Network Packet Loss objectives, depending on the class selected by Customer, in any given Calendar Month.

QOS Class of Service	Target Commitment
Real Time	≤ .10%
Mission Critical Data	≤ .30%
Business Critical Data	≤ .50%
Standard Data	N/A

3.3.1 Services Credit for Network Packet Loss

QOS Class	Target	Network Packet Loss =(Credit as a fraction of the MRC for the Affected Services)
Real Time	≤ .10%	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Packet Loss SLA for Real Time QoS during any Calendar Month.
Mission Critical	≤ .30%	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Packet Loss SLA for Mission Critical QoS during any Calendar Month.
Business Critical Data	≤ .50%	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Packet Loss SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

3.4 Network Jitter

For purposes of measuring Windstream's MPLS Networking under this SLA, Network Jitter is defined as the variation in the delay of received packets transmitted between specific Windstream POP locations across Windstream's wholly owned IP/MPLS network and does not apply to local access circuits. Network Jitter shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Jitter measurement is only available to customers selecting the Real Time and/or Mission Critical QOS class. The following outlines the Network Jitter objectives in any given Calendar Month:

QOS Class of Service	Target Commitment
Real Time	≤ 2.5 ms
Mission Critical Data	≤ 3.0 ms
Business Critical Data	≤ 3.5 ms
Standard Data	N/A

3.4.1 Services Credit for Network Jitter

QOS Class	Target	Network Jitter, =(Credit as a fraction of the MRC for the Affected Services)
Real Time	≤ 2.5 ms	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Jitter SLA for Real Time QoS during any Calendar Month.
Mission Critical	≤ 3.0 ms	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Jitter SLA for Real Time QoS during any Calendar Month.
Business Critical Data	≤ 3.5 ms	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Jitter SLA for Real Time QoS during any Calendar Month.
Standard Data	N/A	N/A

4 Credits

When Customer's Services fail to meet the applicable commitments outlined in this SLA after being reported by Customer, Customer may receive a credit adjustment to its account. Windstream maintains internal escalation procedures and call-out technical support for observed holidays and after-business hours emergencies and critical outages. To request a credit under this SLA, Customer shall email their Business Sales Representative with a description of the requested credit along with the Windstream trouble ticket number(s) provided by the Service Center within thirty (30) calendar days of the asserted Service Outage. The Business Sales Representative shall notify Customer when the requested credit has been approved or declined.

4.1 Calculations of Credits

Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for service and facilities.



5 Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

5.1 Scheduled Network Maintenance

The term "Scheduled Network Maintenance" refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer's Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Scheduled Network Maintenance shall be undertaken **between the hours of 12:00AM and 6:00AM of the local time zone.**

5.2 Emergency Network Maintenance:

The term "Emergency Network Maintenance" refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer's Services, including the possibility of causing short-duration outages. Such effects related to Emergency Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network services.

6 LIMITATION OF LIABILITY

Windstream's total liability to Customer under this SLA is limited to the MRCs for the affected Services for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

THE PROVISIONS OF THIS SLA ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM'S FAILURE TO MEET THE STANDARDS IN THIS SLA AND ANY OTHER NETWORK, EQUIPMENT OR SERVICE ISSUES.

Customer: _____

Windstream: _____

ADDENDUM ONE

Date: December 22, 2016
To: All Bidders
From: Robert Thompson / Michelle Thompson, Buyers
AS Materiel State Purchasing Bureau
RE: Addendum for Request for Proposal 5495 Z1
to be opened January 19, 2017 at 2:00 p.m. Central

Section IV, A. E-RATE is hereby amended as follows:

The originating FCC Form 470 number for this RFP is **170055258**.

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

ADDENDUM TWO, QUESTIONS and ANSWERS

Date: January 4, 2017

To: All Bidders

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

RE: Addendum for Request for Proposal 5495 Z1
to be opened ~~January 19, 2017~~ **January 26, 2017** at 2:00 p.m. Central

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.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	D. Communications with State Staff and Evaluators - Exceptions	1	Who may we contact for site survey information if needed?	The State of Nebraska will provide a list of site contacts to arrange site visits. (See Attachment Three.) The site visits are made possible solely for the purpose of viewing the premises to determine costs to make an informed bid. Any statements or information provided by non-State personnel shall not be binding to RFP 5495 Z1 or the State of Nebraska.
2.	i. Scope of Requested For Proposal A. Schedule of Events	1	Due to the extensive schedule of Christmas and New Year holidays, will the State grant a request for a 7 day extension to the RFP Response due date?	The State of Nebraska can accommodate a seven-day extension. The new RFP bid opening date will be Thursday, January 26,

				2:00pm CT for all bidders. See Addendum Three for a revised Schedule of Events.
3.	III. Terms and Conditions	5	Is it acceptable to use the current MSA in place?	Yes, providing that the MSA resulted from a previous State Purchasing RFP for participants of Network Nebraska (e.g. RFPs 5153, 4582, 4180, 3886, 3827) and not the Office of the CIO contracts. Please use the Form B (last page of the RFP) to indicate your firm's desire to use a previously agreed-to MSA. Bidder may also indicate this by initialing the appropriate boxes in the tables in Section III.
4.	G. Technical Requirements	31	Are all locations to be connected via optical Ethernet?	For customer locations, a copper handoff is allowed if speed and distance limitations are not exceeded. Optical handoffs are also allowed, using either single-mode or multi-mode optics and cables. The handover must support the distance and speed that is needed to complete the connection to customer equipment.
5.	G. Technical Requirements	31	What is the type of handoff required at the aggregation point – optical or electrical?	Optical; the interface will be a SFP or SFP+ Ethernet optic on the Network Nebraska side (a Single-mode optic is preferred but can be a multi-mode handover if speed and distance allow it).
6.	K. Implementation Plan	33	Will the current service provider be dropped for any location awarded to a new service provider?	It is anticipated that all applicable sites will migrate to the new RFP 5495Z1 contract, including its terms, duration and awardee, providing the new service provider terms and pricing are found to be in the best interests of the entity's site location.
7.	K. Implementation	33	Is the Customer willing to hot cut service at 211 No.	A hot-cut is allowed as long as the change-over date

	Plan		Washington St., Grand Island or prefer a migration to the new service provider?	and time can be agreed upon by the customer and both incoming and outgoing providers to minimize the service outage duration. Transition times more than a few hours are generally not accepted. New service providers should plan for a service start date on or about July 1, and no later than August 4, 2017.
8.	O. Cost Sheet Instructions 5. Proposal Cost Tabulation	34	Will an exception be granted to delete bandwidth not offered to the calculation average?	No. The evaluation formula computes the lowest overall cost for 36 months for all of the listed bandwidths on each circuit. It is in the best interest of prospective bidders to provide cost data for each of the listed bandwidths for any or all of the 22 circuits listed in Appendix A.
9.	O. Cost Sheet Instructions	34	Is the State open to multiple carriers based on price per end point, or is an "all-or-none" response required?	The State of Nebraska may award each individual circuit to the lowest cost bidder, providing that the bidder has indicated compliance with the terms and conditions and technical requirements. There will be no conditional bids or "all or none" bids accepted.

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

ADDENDUM THREE, REVISED SCHEDULE OF EVENTS

Date: January 4, 2017

To: All Bidders

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

RE: Addendum for Request for Proposal 5495 Z1
to be opened January 26, 2017 at 2:00 p.m. Central

	ACTIVITY	DATE/TIME
5.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	January 19, 2017 January 26, 2017 2:00 PM Central Time
6.	Review for conformance of mandatory requirements	January 19, 2017 January 26, 2017
7.	Evaluation period	January 20, 2017 – January 24, 2017 January 27, 2017 – January 30, 2017
8.	Post “Letter of Intent to Contract” to Internet at: http://das.nebraska.gov/materiel/purchasing.html	January 26, 2017 February 1, 2017
9.	Contract finalization period	January 26, 2017 – February 9, 2017 February 1, 2017 – February 16, 2017
10.	Contract award	February 16, 2017 February 23, 2017

	ACTIVITY	DATE/TIME
11.	Contractor start date	February 16, 2017 February 23, 2017

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

ADDENDUM FOUR, QUESTION & ANSWER AND REVISED SCHEDULE OF EVENTS

Date: January 6, 2017

To: All Bidders

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

RE: Addendum for Request for Proposal 5495 Z1
to be opened January 26, 2017 at 2:00 p.m. Central

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	Question	State Response
1.	<p>In the RFP, it states that questions and exceptions need to be submitted by January 6th.</p> <p>Can you please elaborate on what exceptions would be due tomorrow? Is it just the exceptions to section III or all exceptions to the bid? Please advise.</p>	<p>Questions were due December 30th and responses were posted to our site January 4th, link provided.</p> <p>http://das.nebraska.gov/materiel/purchasing/5495/5495.html (Note: If you have visited our site in the past, please refresh your browser and/or delete your cache/cookies to see the most recent updates.)</p> <p>Exceptions the State is requesting to be submitted early with a completed Form B, by the date shown in the schedule of events, are any exceptions to Sections III Terms and Conditions. Form B also requests bidders to include any Service Level Agreements (SLAs) or other documents such as customer agreements, user agreements. Bidders also may mark their agreement to use previously agreed to Terms and Conditions as noted in the State's response to Question 3. In Addendum Two. Please review Form B carefully along with the tables provided with each Term/Condition in Sections III., and respond accordingly.</p>

<p>Is there any way that we can get an extension on that date as our legal team is still reviewing the terms and conditions?</p>	<p>The early submission of exceptions and other documents is to allow the State additional time to review exceptions due to the limited time from contract start date and Federal filing date.</p> <p>Yes, please see the revised schedule of events below.</p>
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REVISED SCHEDULE OF EVENTS

	ACTIVITY	DATE/TIME
4.	Last day to submit "Letter of Intent To Bid and Acceptance or Exceptions to Section III Terms and Conditions and provision of Service Level Agreement (SLA)"	January 6, 2017 January 12, 2017
5.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	January 19, 2017 January 26, 2017 2:00 PM Central Time
6.	Review for conformance of mandatory requirements	January 19, 2017 January 26, 2017
7.	Evaluation period	January 20, 2017 – January 24, 2017 January 27, 2017 – January 30, 2017
8.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	January 26, 2017 February 1, 2017
9.	Contract finalization period	January 26, 2017 – February 9, 2017 February 1, 2017 – February 16, 2017
10.	Contract award	February 16, 2017 February 23, 2017
11.	Contractor start date	February 16, 2017 February 23, 2017

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

ADDENDUM FIVE, ADMONITION TO BIDDERS and NOTIFICATION OF INTENT TO BID

Date: January 13, 2017
To: All Bidders
From: Robert Thompson / Michelle Thompson, Buyers
AS Materiel State Purchasing Bureau
RE: Addendum for Request for Proposal 5495 Z1
to be opened January 26, 2017 at 2:00 p.m. Central

The list of bidders who submitted their completed Form B is posted on the RFP 5495 Z1 webpage. Bidders who proposed exceptions are **not** required to have State acceptance in order to submit an RFP response.

In order to qualify for an award, all bidders must still submit an RFP response that meets the Mandatory Requirements per Section II, K excerpted below by the proposal opening date and time provided on Addendum Three, Revised Schedule of Events.

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. Completed Section III;
3. Cost Proposal (Appendix A).

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

**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
5495 Z1	December 20, 2016
OPENING DATE AND TIME	PROCUREMENT CONTACT
January 19, 2017 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 5495 Z1 for the purpose of selecting a qualified Contractor to provide High speed transport services for participants of Network Nebraska-Education.

Written questions are due no later than December 30, 2016, and should be submitted via e-mail to as.materiel purchasing@nebraska.gov Written questions may also be sent by facsimile to (402) 471-2089.

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, and all contracts entered into thereafter, will be posted to a public website. Beginning July 1, 2014, all contracts will be posted to a public website managed by the Department of Administrative Services.

In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will not be considered proprietary.

To facilitate such public postings, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a response to this RFP, specifically waives any copyright or other protection the contract or response to the RFP may have; and, acknowledge that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a response to this RFP and award of the contract. Failure to agree to the reservation and waiver of protection will result in the response to the RFP being non-conforming and rejected.

Any entity awarded a contract or submitting a RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of contracts, RFPs and related documents.

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: _____

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM.....	i
TABLE OF CONTENTS.....	iii
GLOSSARY OF TERMS.....	v
ACRONYM LIST	xi
I. SCOPE OF THE REQUEST FOR PROPOSAL.....	1
A. SCHEDULE OF EVENTS	1
II. PROCUREMENT PROCEDURES.....	1
A. PROCURING OFFICE AND CONTACT PERSON.....	1
B. GENERAL INFORMATION.....	1
C. CUSTOMER SERVICE.....	1
D. COMMUNICATION WITH STATE STAFF AND EVALUATORS	1
E. NOTIFICATION OF INTENT TO BID AND ACCEPTANCE OR EXCEPTIONS TO SECTION III TERMS AND CONDITIONS AND PROVISIONS OF SERVICE LEVEL AGREEMENT (SLA)	1
F. WRITTEN QUESTIONS AND ANSWERS.....	2
G. SUBMISSION OF PROPOSALS	2
H. PROPOSAL OPENING.....	2
I. LATE PROPOSALS.....	2
J. REJECTION OF PROPOSALS	2
K. MANDATORY REQUIREMENTS	3
L. REFERENCE CHECKS.....	3
M. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS.....	3
N. VIOLATION OF TERMS AND CONDITIONS	4
III. TERMS AND CONDITIONS	5
A. GENERAL.....	5
B. AWARD	5
C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION	6
D. PERMITS, REGULATIONS, LAWS.....	6
E. OWNERSHIP OF INFORMATION AND DATA.....	7
F. INSURANCE REQUIREMENTS.....	7
G. COOPERATION WITH OTHER CONTRACTORS	9
H. INDEPENDENT CONTRACTOR.....	9
I. CONTRACTOR RESPONSIBILITY	9
J. CONTRACTOR PERSONNEL	10
K. CONTRACT CONFLICTS.....	10
L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION.....	10
M. CONFLICT OF INTEREST	11
N. PROPOSAL PREPARATION COSTS	11
O. ERRORS AND OMISSIONS.....	11
P. BEGINNING OF WORK.....	11
Q. ASSIGNMENT BY THE STATE.....	12
R. ASSIGNMENT BY THE CONTRACTOR	12
S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL	12
T. GOVERNING LAW	12
U. ATTORNEY'S FEES.....	13
V. ADVERTISING	13
W. STATE PROPERTY.....	13
X. SITE RULES AND REGULATIONS.....	13
Y. NOTIFICATION	14
Z. EARLY TERMINATION	14
AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS	15
BB. BREACH BY CONTRACTOR.....	15
CC. ASSURANCES BEFORE BREACH.....	16
DD. ADMINISTRATION – CONTRACT TERMINATION.....	16
EE. LIQUIDATED DAMAGES	16

FF.	FORCE MAJEURE	17
GG.	PROHIBITION AGAINST ADVANCE PAYMENT	17
HH.	PAYMENT	17
II.	INVOICES.....	18
JJ.	RIGHT TO AUDIT	18
KK.	TAXES	19
LL.	INSPECTION AND APPROVAL	19
MM.	CHANGES IN SCOPE/CHANGE ORDERS	19
NN.	SEVERABILITY	20
OO.	CONFIDENTIALITY	20
PP.	PROPRIETARY INFORMATION	20
QQ.	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING	21
RR.	STATEMENT OF NON-COLLUSION	21
SS.	PRICES	21
TT.	BEST AND FINAL OFFER.....	22
UU.	ETHICS IN PUBLIC CONTRACTING	22
VV.	INDEMNIFICATION	23
WW.	NEBRASKA TECHNOLOGY ACCESS STANDARDS.....	24
XX.	ANTITRUST.....	24
YY.	DISASTER RECOVERY/BACK UP PLAN.....	24
ZZ.	TIME IS OF THE ESSENCE.....	24
AAA.	RECYCLING	25
BBB.	DRUG POLICY	25
CCC.	EMPLOYEE WORK ELIGIBILITY STATUS.....	25
DDD.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY.....	26
EEE.	POLITICAL SUB-DIVISIONS.....	26
FFF.	OFFICE OF PUBLIC COUNSEL	26
GGG.	LONG-TERM CARE OMBUDSMAN.....	27
IV.	PROJECT DESCRIPTION AND SCOPE OF WORK	28
A.	E-RATE.....	28
B.	PROJECT OVERVIEW	29
B.	PROJECT ENVIRONMENT.....	30
C.	PROJECT REQUIREMENTS	30
D.	TRANSITION REQUIREMENT.....	30
E.	TECHNOLOGY REFRESH.....	30
F.	SCOPE OF WORK	30
G.	TECHNICAL REQUIREMENTS.....	31
H.	PROJECT PLANNING AND MANAGEMENT	32
I.	SERVICE LEVEL GUARANTEES	32
J.	SPECIFICATIONS.....	33
K.	IMPLEMENTATION PLAN.....	33
L.	DEPLOYMENT STATUS REPORTS.....	33
M.	BILLING	33
N.	CERTIFICATION	33
O.	COST SHEET INSTRUCTIONS	34
Form A	Bidder Contact Sheet	35
Form B	Notification of Intent to Bid and Acceptance or Exceptions to Section III Terms and Conditions and provision of Service Level Agreement (SLA)	36

GLOSSARY OF TERMS

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

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

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

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

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

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

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

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

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

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

Amendment: A written correction or alteration to a document.

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

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the 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 (CPE): Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

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

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

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

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

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

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

Ethernet Hand-off: A standard Ethernet handoff to the facility means there is no need for CSU/DSU and protocol conversion equipment. The connection to the customer is a copper or fiber connection that connects directly to the 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 service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a 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 5495 Z1 for the purpose of selecting a qualified Contractor 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 three (3) 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.

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	December 20, 2016
2.	Last day to submit written questions	December 30, 2016
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	January 4, 2017
4.	Last day to submit "Letter of Intent To Bid and Acceptance or Exceptions to Section III Terms and Conditions and provision of Service Level Agreement (SLA)"	January 6, 2017
5.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	January 19, 2017 2:00 PM Central Time
6.	Review for conformance of mandatory requirements	January 19, 2017
7.	Evaluation period	January 20, 2017 – January 24, 2017
8.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	January 26, 2017
9.	Contract finalization period	January 26, 2017 – February 9, 2017
10.	Contract award	February 16, 2017
11.	Contractor start date	February 16, 2017

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

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; and
3. 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. NOTIFICATION OF INTENT TO BID AND ACCEPTANCE OR EXCEPTIONS TO SECTION III TERMS AND CONDITIONS AND PROVISIONS OF SERVICE LEVEL AGREEMENT (SLA)

Bidders should hand deliver, return by facsimile, e-mail or delivery by US mail the "Notification of Intent to Bid and Acceptance or Exceptions to Section III Terms and Conditions and provisions of SLA" that accompanies this

document (see Form B) to the contact person shown on the cover page of the Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

It is preferred that Form B, Notification of Intent To Bid and Acceptance or Exceptions to Section III Terms and Conditions and provisions of SLA, be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be hand delivered, sent via facsimile to 402-471-2089 or delivery by US mail.

A list of vendors who submitted a Notification of Intent to Bid and Acceptance or Exceptions to Section III Terms and Conditions and provisions of SLA will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or after the date shown in the Schedule of Events.

F. 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 5495 Z1; Network Nebraska-Education Questions". It is preferred that questions be sent via e-mail to 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 5495 Z1; 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.

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.

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. Completed Section III;
3. Cost Proposal (Appendix A).

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:

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

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

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. Withdrawal of the Intent to Award
3. Termination of the resulting contract.
4. Legal action.
5. 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.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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)	Reject but agree to previously agreed to T's & C's per Form B. (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

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)	Reject but agree to previously agreed to T's & C's per Form B. (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)	Reject but agree to previously agreed to T's & C's per Form B. (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)	Reject but agree to previously agreed to T's & C's per Form B. (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)	Reject but agree to previously agreed to T's & C's per Form B. (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.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.

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 contractors' 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

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory as an Additional Insured."	

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)	Reject but agree to previously agreed to T's & C's per Form B. (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)	Reject but agree to previously agreed to T's & C's per Form B. (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)	Reject but agree to previously agreed to T's & C's per Form B. (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)	Reject but agree to previously agreed to T's & C's per Form B. (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. CONTRACT CONFLICTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

M. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

N. PROPOSAL PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

O. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

P. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

Q. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

R. ASSIGNMENT BY THE CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

T. GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

U. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

V. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

W. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

X. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

Y. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

Z. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

BB. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

CC. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

DD. ADMINISTRATION – CONTRACT TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

EE. LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:

If 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 liquidated damages equal to the difference between newly contracted monthly costs and the cost of the circuit or service being replaced, if incurred, until the deliverables are approved.

The contract expectation is for a service that, at a minimum, will meet or exceed required specifications 99.5% of the month equivalent to a maximum of 3.6 total hours of downtime/service non-compliance per month. Any service not

meeting contract specifications to include violation of QoS parameters will incur a contract performance penalty per the following formula:

For every hour and fraction of an hour of service violation exceeding the identified 99.5% uptime requirement, the customer will be refunded one day of service credit. Repeated violations of service performance agreements during any single calendar day will be considered a continuous event from the beginning of the original violation until the last violation. Violations on consecutive days will be considered continuous from the initial violation until the service has been restored. The service will be considered restored when no violation has occurred for 24 continuous hours (the 24-hour validation period is not considered part of the damages). Damages duration will round up to the next whole hour.

Example: Intermittent connectivity from 9:15am-2:20pm on the same day; Duration of the actual service violation would be 5 hours and 5 minutes. Violation assessment is rounded up to the next whole hour, so the duration would be considered as 6 total hours of downtime if no previous downtime had been experienced for the service in the current month, or up to 6 hours depending on the amount of cumulative violations experienced in the month that exceeds the 95.5% uptime requirement

FF. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:

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

HH. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

II. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the Contractor as described in Section IV., 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.

JJ. RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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 five (5) 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.

KK. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

LL. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

MM. CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

NN. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

OO. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

PP. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

RR. STATEMENT OF NON-COLLUSION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

SS. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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 or the Request for Proposal is cancelled. Contractor's price for the services provided, as shown in Appendix A, shall remain fixed for the duration of the contract and shall be invoiced along with the actual cost of applicable fees and taxes Contractor is obligated to pass-through to the State each month. Non-recurring charges (NRC) and Monthly recurring charges (MRC) shall be invoiced in accordance with the original cost sheet. No invoice shall exceed the price contained on the contractor's original cost sheet. If increases to applicable fees and taxes, Contractor is obligated to pass-through to the State will cause the price to exceed the price on the original cost sheet Contractor may request an increase in price to cover actual increases in fees and taxes Contractor is obligated to pass-through to the State that exceed the Contractor's price on the original cost sheet. The Contractor must make a showing demonstrating the price increase and that the price exceeds the Contractor prices on the original cost sheet. The State shall have the right to refuse the price increase. No price increase shall be charged or billed until the Contract is amended to reflect the price increase. The State will be given full proportionate benefit of any price decrease during the term of the contract.

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

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

TT. BEST AND FINAL OFFER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

UU. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

VV. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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 to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

XX. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

YY. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

ZZ. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

AAA. RECYCLING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

BBB. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

CCC. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

EEE. POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

FFF. OFFICE OF PUBLIC COUNSEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

GGG. LONG-TERM CARE OMBUDSMAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	Reject but agree to previously agreed to T's & C's per Form B. (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.

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 2017 E-rate deadline and each succeeding year to be established by the USAC. Once Intent to Contract have been announced by the State, each contractor must work expeditiously toward a signed contract to allow enough time for the local approval process. Failure to reach a signed contract with the State prior to Thursday, February 16, 2017, may risk negation of purchases for the July 1, 2017 through June 30, 2018 performance year.

A. E-RATE

The originating FCC Form 470 number for this RFP is 17005258.

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.

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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 ten (10) years past the last date of service. Documents may be retained in electronic format or paper. The document list includes, but is not limited to, copies of bids, signed contracts, proof of service delivery, invoices, documentation of any service down time, and any other document retention required by the FCC.

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

Service Provider Identification Number (SPIN): _____

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

This RFP is 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.

1. Omaha (2 locations)
2. Lincoln
3. Grand Island
4. 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.
- a. All State agencies, the University of Nebraska, political subdivisions and other “eligible participants” will be allowed to purchase off this contract.
- b. There is no guarantee that any or all the institutions listed will purchase any or all of the services requested in this RFP.
- c. 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

B. PROJECT OVERVIEW

The objective of this section of the RFP is to identify Contractor(s) who will design, develop, and implement high-speed data connectivity that will meet the current and future telecommunications needs of eligible participants over the term of the contract. Each bidder will provide cost-effective, scalable and flexible high speed data transport services that can connect eligible entities listed in Appendix A to Network Nebraska. In each Section the bidder may bid on one or more of the eligible entities listed in Appendix A. Each site/service 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.

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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.

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

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The K-12 schools and educational service units that require this service must be converted during the month of July 2017 and the month of July for each succeeding year. The circuits should be installed and tested by the first Friday in August 2017 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 2017 and each succeeding year or incur liquidated damages (see Section III, DD Liquidated Damages). Existing service must remain active until the final cutover (see Section IV, E. 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.

D. TRANSITION REQUIREMENT

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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.

E. TECHNOLOGY REFRESH

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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.

F. SCOPE OF WORK

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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 2017 and each succeeding year and must be as transparent as possible with completion by the first Friday in August 2017 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 purchased capacity over a single 1 Gigabit Ethernet interface or over a single 10 Gigabit Ethernet interface; multiple interfaces are allowed only as a redundant path for the primary connectivity. The new connectivity capacity can be aggregated at an existing "core" site interface as long as overall capacity of the core interface is not exceeded due to the introduction of the additional remote site capacity. The State will not allow a

separate cost for this “aggregation connection”, that cost must be included as part of the individual site or sites being bid.

Appendix A 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.

G. TECHNICAL REQUIREMENTS

The bidder must provide a network design in which:

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1. Layer 2 (802.1q/802.1p) VLAN and QoS tags must be allowed through the provided network connection and must remain unchanged by the provider.
2. Ethernet frames containing a 1500-byte payload (for a total minimum supported Ethernet frame size of 1542 bytes), must be allowed and flow as a single complete frame without any fragmentation by the provider’s equipment. Reference: http://en.wikipedia.org/wiki/Ethernet_frame
3. Layer 2 performance must be adequate to support jitter and latency sensitive applications (i.e. video over IP).
4. The network interface to the customer’s CPE must be an Ethernet-based handover connection. The connection must support either 802.1q tagged frames or must support 802.1ad provider bridging. Network Nebraska WILL NOT coordinate customer VLAN tags with the provider; the provider must either tunnel the customer VLAN tags through the provider network or must leave the customer VLAN tags unchanged from end-to-end.
5. Allow participating institutions to manage their own IP address space and routing.
6. Performance metrics on contracted circuits must be provided to Network Nebraska staff within 24 hours of request.
7. Network Nebraska must be notified within 24 hours of performing QoS changes, network monitoring changes or any other network changes that may have a positive or negative effect on performance as outlined in the RFP.
8. The provided connection must be tested to prove performance before it will be considered complete and usable. Testing according to ITU-T Y.156sam or RFC-2544 for performance, frame-loss and latency is preferred but detailed performance, frame-loss, latency and QOS test disclosure is also acceptable. Testing must validate the minimum frame size specified is supported.
9. Every connection’s receive AND transmit capacity must meet or exceed the bandwidth amount that is bid. Testing must validate that capacity meets the amount purchased before the connection will be considered complete and usable. If proof of end-to-end circuit capacity and testing is not provided, circuit acceptance will be delayed until networking personnel can verify that the circuit meets requirements.

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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 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:

- i. name, address, and telephone number of the Subcontractor(s);
- ii. specific tasks for each Subcontractor(s);
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

I. SERVICE LEVEL GUARANTEES

This network must support production applications that require a high degree of reliability and must operate with little or no service disruptions for twenty-four (24) hours a day, seven (7) days a week. Contractor(s) must provide solutions with the necessary redundancy, backup systems, and/or other disaster avoidance and recovery capabilities to support

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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.

J. SPECIFICATIONS

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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.

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

K. IMPLEMENTATION PLAN

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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.

L. DEPLOYMENT STATUS REPORTS

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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.

M. BILLING

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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.

N. CERTIFICATION

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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).

O. COST SHEET INSTRUCTIONS

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Proposals will address the impact of normal growth, as well as planned and unplanned network expansion or service enhancement. All prices shall be proposed as an individual location/school cost on a recurring or non-recurring basis. **All bidder costs must be reflected in either the monthly recurring or non-recurring charges, or taxes and fees column as listed in the Appendix A. 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 A. The bid prices listed must include the cost of doing business as indicated below. Provide a cost number in the appropriate cell.

1. NETWORK EQUIPMENT AND HARDWARE COSTS

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

2. INSTALLATION COSTS

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

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

3. SOFTWARE, WARRANTY, AND MAINTENANCE COSTS

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

4. QUANTITY

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

5. PROPOSAL COST TABULATION

The proposal cost will be tabulated with an intent to award made based on the monthly recurring costs multiplied by the applicable length of service in months (36), not to include extensions, plus the one-time non-recurring costs.

SAMPLE—Bidder 'A' will be compared to other bidders on School X based on overall cost of \$100,105.20 for 36 months.

Entity	Bandwidth	Bidder 'A' NRC	Bidder 'A' MRC	Bidder 'A' Taxes/Fees	Bidder 'A' 36-month Cost
School X	100Mbps	\$0	\$500	\$34.75	\$19,251.00
School X	200Mbps	\$0	\$600	\$41.70	\$23,101.20
School X	300Mbps	\$0	\$700	\$48.65	\$26,951.40
School X	400Mbps	\$0	\$800	\$55.60	\$30,801.60
Total					\$100,105.20

Form A

Bidder Contact Sheet

Request for Proposal Number 5495 Z1

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 Bid and Acceptance or Exceptions to Section III Terms and Conditions and provision of Service Level Agreement (SLA)

Request for Proposal Number 5495 Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	

If your firm has exceptions to the Terms and Conditions (Section III) or has SLAs or other documents, please check which item applies and sign in the space provided below.

	<p>_____ (firm name) is agreeable to using Terms and Conditions (Section III) and or the SLA or other documents previously agreed to in contract _____ O4</p> <p>SIGN: _____</p>
OR	
	<p>_____ (firm name) has attached exceptions to the Terms and Conditions (Section III) along with an SLA or other documents in MS Word.</p> <p>SIGN: _____</p>

The "Notification of Intent to Bid and Acceptance or Exceptions to Section III Terms and Conditions and provision of Service Level Agreement (SLA)" form should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by January 6, 2017 per the Schedule of Events.



Yellow line is aprx placement of existing telephone cable. Follow same route with fibre and add Dickinson Center (dotted yellow line).

AA02 picnic shelter

AA04 restrooms

portable storage shed

AA03 workshop / storage / garage

fossil sandbox shelter

AA01 visitor's center

AA10 dickenson fossil heritage center

AA05 hubbard family foundation rhino barn

AA06 discovery pavilion

Physical Address:
86930 517th Ave.
Royal, NE 68773
42.427104, -98.165152

AA08
Cabin 2

AA07
Cabin 1

AA09
Cabin 3

Existing telephone cable
as per yellow line. Install
fibreoptic in same
location.

Physical Address:
86922 517th Ave.
Royal, NE 68773
42.424360, -98.165120



ATTACHMENT THREE
RFP 5495
Fiber Site Contact Information*

Circuit #	Site Name	Contact Name	E-mail Address	Telephone #
1	Callaway Public Schools--Callaway High School	Amy Malander	amy.malander@centralvps.org	308-428-3145
2	South Central Unified District 5--Lawrence-Nelson Secondary School	Jeremy Borer	jborer@southcentralunified.org	402-726-2151
3	Central Valley Public Schools--Greeley High School	Bob Keeney	bkeeney@esu10.org	308-848-2226
4	Omaha Public Schools--Scott Data Center	Michael Patrick	michael.patrick@ops.org	531-299-9713
5	Educational Service Unit 17--Admin Office	Ben Anthony	banthony@esu17.org	402-387-2520
6	Hastings Public Library--517 W. 4th	Justin Wahl	jwahl@hastingspolice.org	402-462-7129
7	Grand Island Public Library--211 N. Washington	Steve Fosselman	stevef@gilibrary.org	308-385-5333
8-19	Omaha Public Library--All branches	Jason Goossen	jgoossen@omahalibrary.org	402-444-4831
20	College of St. Mary--Walsh Hall #243	Caleb Ludwick	cludwick@csm.edu	402-399-2487
21	Creighton University--Hastings Campus	Chris Vaverek	ChrisVaverek@creighton.edu	402-280-5578
22	Ashfall Fossil Beds	Rick Otto	rick.otto@unl.edu	402-893-2000

* - Please call or e-mail the contact person in advance and arrange a mutually agreeable site visit. Please do not show up unannounced.