

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

RETURN TO:
 State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Phone: 402-471-2401
 Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP Number 1683 Z1	October 3, 2006
OPENING DATE AND TIME	PROCUREMENT CONTACT
October 31, 2006 @ 2:00 p.m. Central Time	Ruth Gray/Todd Dlouhy

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

**PLEASE READ CAREFULLY!
 SCOPE OF SERVICE**

The State of Nebraska, Department of Administrative Services, Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 1683 Z1 for the purpose of selecting a qualified contractor to provide a statewide synchronous videoconferencing event clearinghouse and scheduling control system.

Written questions are due no later than October 13, 2006. Written questions must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 1683Z1; Questions". It is preferred that questions be sent via e-mail to **matpurc@notes.state.ne.us**. 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 Ruth Gray or Todd Dlouhy, showing the total number of pages transmitted, and clearly marked "RFP Number 1680Z1; Questions".

A pre-proposal conference call with mandatory participation will be held on October 11, 2006 at 10:00 a.m. Central Time. Participation in the pre-proposal conference call is mandatory in order to submit a proposal. The dial-in bridge number to participate is 402-472-0060.

Bidder should submit one (1) Original and seven (7) copies of the entire proposal. Proposals must be submitted by the proposal due date and time.

**PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID.
 PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.**

1. Proposals must be received in State Purchasing by the date and time of proposal opening indicated above. **NO late proposals will be accepted. NO fax proposals will be accepted.**
2. Proposals must meet all specifications of the RFP and terms and conditions of this form.
3. 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 your proposal and any other requirements as specified in the RFP in order to be considered for an award.

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the Contractor guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer and certifies that they maintain a drug free work place environment.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

STATE OF NEBRASKA

Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES SOLICITATION AND OFFER

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:
<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

SCOPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initialed by the bidder in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal Requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals shall be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

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 state statute (Neb. Rev. Stat. §81-15, 159).

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.

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, 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.

NONDISCRIMINATION: 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 or privileges of employment because of race, color, religion, sex, disability, 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.

DRUG POLICY: Contractor certifies that 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.

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM.....	i
STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES SOLICITATION AND OFFER.....	ii
TABLE OF CONTENTS	iii
GLOSSARY OF TERMS.....	vi
I. SCOPE OF THE REQUEST FOR PROPOSAL	1
A. SCHEDULE OF EVENTS.....	1
II. PROCUREMENT PROCEDURES	2
A. PROCURING OFFICE AND CONTACT PERSON	2
B. GENERAL INFORMATION	2
C. COMMUNICATION WITH STATE STAFF	2
D. WRITTEN QUESTIONS AND ANSWERS	3
E. PRE-PROPOSAL CONFERENCE CALL.....	3
F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS	3
G. SUBMISSION OF PROPOSALS.....	4
H. PROPOSAL OPENING	5
I. REJECTIONS OF PROPOSALS.....	5
J. PROPOSAL EVALUATION	5
K. EVALUATION COMMITTEE	5
L. MANDATORY REQUIREMENTS.....	5
M. EVALUATION.....	6
N. REFERENCE CHECKS	6
O. VIOLATION OF TERMS AND CONDITIONS.....	6
III. TERMS AND CONDITIONS	7
A. GENERAL	7
B. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT.....	8
C. PERMITS, REGULATIONS, LAWS.....	8
D. OWNERSHIP OF INFORMATION AND DATA	8
E. INSURANCE REQUIREMENTS	8
F. COOPERATION WITH OTHER CONTRACTORS	10
G. INDEPENDENT CONTRACTOR	10
H. CONTRACTOR RESPONSIBILITY.....	10
I. CONTRACTOR PERSONNEL.....	10
J. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION.....	11
K. CONFLICT OF INTEREST.....	11
L. PROPOSAL PREPARATION COSTS.....	11
M. ERRORS AND OMISSIONS	11

N.	BEGINNING OF WORK	11
O.	ASSIGNMENT BY THE STATE	11
P.	ASSIGNMENT BY THE CONTRACTOR	12
Q.	DEVIATIONS FROM THE CONTRACT	12
R.	GOVERNING LAW	12
S.	ATTORNEY'S FEES	12
T.	ADVERTISING	12
U.	STATE PROPERTY	12
V.	SITE RULES AND REGULATIONS	12
W.	NOTIFICATION	12
X.	EARLY TERMINATION	12
Y.	FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS	13
Z.	DEFAULT BY CONTRACTOR	13
AA.	ASSURANCES BEFORE BREACH	13
BB.	PENALTY	13
CC.	RETAINAGE	13
DD.	FORCE MAJEURE	13
EE.	PROHIBITION AGAINST ADVANCE PAYMENT	14
FF.	PAYMENT	14
GG.	INVOICES	14
HH.	AUDIT REQUIREMENTS	14
II.	TAXES	14
JJ.	INSPECTION AND APPROVAL	14
KK.	CHANGES IN SCOPE/CHANGE ORDERS	15
LL.	HOLD HARMLESS	15
MM.	LIMITATION OF LIABILITY	15
NN.	SEVERABILITY	15
OO.	CONFIDENTIALITY	15
PP.	PROPRIETARY INFORMATION	15
QQ.	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION	16
RR.	PRICES	16
SS.	BEST AND FINAL OFFER	16
TT.	ETHICS IN PUBLIC CONTRACTING	17
UU.	CONTRACTOR INDEMNIFICATION	17
VV.	NEBRASKA TECHNOLOGY ACCESS STANDARDS	17
IV.	PROJECT DESCRIPTION AND SCOPE OF WORK.....	18
A.	PROJECT OVERVIEW	18
B.	PROJECT ENVIRONMENT	18
C.	SCOPE OF WORK	19
D.	PROJECT REQUIREMENTS	19
E.	TECHNICAL COMPONENTS	19
F.	TECHNICAL REQUIREMENTS	29
G.	TECHNOLOGY REFRESHMENT CLAUSE	29
H.	PROJECT PLANNING AND MANAGEMENT	30
I.	EVALUATE CURRENT PROJECT ENVIRONMENT	30

J.	TRAINING PROGRAM.....	30
K.	PERFORM IMPLEMENTATION.....	31
L.	WARRANTY AND MAINTENANCE AGREEMENT	31
M.	DELIVERABLES.....	31
N.	BIDDER QUALIFICATIONS	31
O.	SYSTEM MIGRATION	32
V.	PROPOSAL INSTRUCTIONS.....	33
A.	TECHNICAL PROPOSAL	33
B.	COST PROPOSAL REQUIREMENTS.....	37
C.	PAYMENT SCHEDULE.....	37

APPENDIX A SCHEDULES A THROUGH E

APPENDIX B PHASES 1-3 PROPOSED IMPLEMENTATION PLAN

APPENDIX C LIST OF EDUCATION ENTITIES BY PROJECTED YEAR OF UPGRADE

GLOSSARY OF TERMS

Addendum: Something added or to be added.

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

Agent: A person authorized by a superior or organization to act on their behalf.

Amend: To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. If the contract is written, it can be amended only in writing.

Amendment: Written correction or alteration.

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.

Bid Bond: Ensures that bidder will enter into the contract and is retained by the State from the date of the bid opening to the date of contract signing.

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

Calendar Day: Every day shown on the calendar, Saturday, Sundays and holidays included.

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

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

Confidential Information: (1) Any information that is available to an employee only because of the employee's status as a public employee and is not a matter of public knowledge or available on request. (2) See "Proprietary Information" below.

Contract: An agreement between two or more persons to perform a specific act or acts.

Contractor: Any person or entity that supplies goods and/or services.

Contract For Services: Contract for services means any contract that directly engages the time or effort of an independent contractor whose purpose is to perform an identifiable task, study, or report rather than to furnish an end item of supply, goods, equipment, or material.

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator's interest(s) therein.

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

Distance Education Council: As defined by LB 1208, the Distance Education Council is a statutory entity tasked with the responsibility for coordinating distance education in Nebraska. The Council is composed of the 17 Educational Service Unit administrators or their designees.

Education Entity: As defined by LB 1208, an education entity is any school district; private, denominational, or parochial school; educational service unit; community college; state college; the University of Nebraska; or nonprofit private postsecondary educational institution.

Evaluation Committee: A committee (or committees) appointed by the Agency that advises and assists the procuring office in the evaluation of proposals.

Evaluation of Proposal: The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Event Clearinghouse: A web-based software system that enables users to access a configurable database to describe, post, search, and register for synchronous videoconferencing experiences that include recurring daily or weekly classes, and ad hoc events.

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Mandatory: Required, compulsory or obligatory.

Must: Required, compulsory or obligatory.

Performance Bond: A bond given by a surety on behalf of the contractor to ensure the timely performance of a contract.

Pre-Proposal Conference: A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

Proposal: The executed document submitted by a bidder in response to a Request for Proposal.

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

Protest: A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

Scheduling System: A software system that takes a database of confirmed synchronous video events and controls the routing, integrity and quality of the conferences and the on/off of the involved appliances or devices.

Shall: Denotes the imperative, required, compulsory or obligatory

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Termination: Occurs when either party pursuant to a power created by agreement or law puts an end to the contract. On "termination" all obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trademark: A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

Vendor: A supplier

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Department of Administrative Services, Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 1683 Z1 for the purpose of selecting a qualified contractor to provide a statewide synchronous videoconferencing event clearinghouse and scheduling control system.

A contract resulting from this RFP will be issued for a period effective from the date of contract award through June 30, 2010, with the option to renew for five (5) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

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	October 3, 2006
2	Mandatory Pre-Proposal Conference via Conference Call Dial-in Bridge: 402-472-0060	October 11, 2006 10:00 a.m. CT
3	Last Day to Submit Written Questions after Pre-Proposal Conference Call	October 13, 2006
4	State Responds to Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	October 20, 2006
5	Proposal Opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	October 31, 2006 2:00 p.m. Central Time
6	Review for Conformance of Mandatory Requirements	October 31, 2006
7	Initial Evaluation Period	November 1-7, 2006
8	Oral Interviews/Presentations and/or Demonstrations (if required)	November 14-16, 2006
9	Post Letter of Intent to Contract to internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	November 20, 2006
10	Contract Award	November 21, 2006
11	Contractor Start Date	November 22, 2006

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

Name: Ruth Gray/Todd Dlouhy
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, NE 68508

OR

P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-2401
Facsimile: 402-471-2089
E-Mail: matpurc@notes.state.ne.us

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing a statewide synchronous videoconferencing event clearinghouse and scheduling control system at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as provided in the **Proposal Instructions** 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. COMMUNICATION WITH STATE STAFF

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.**

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 RFP or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations;

3. State staff and/or contractor staff present at the Pre-Proposal Conference Call when recognized by the State Purchasing Bureau staff facilitating the meeting for the purpose of addressing questions; and
4. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

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

D. 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 1683 Z1; Clearinghouse and Scheduling System Questions". It is preferred that questions be sent via e-mail to matpurc@notes.state.ne.us. 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 Ruth Gray/Todd Dlouhy, showing the total number of pages transmitted, and clearly marked "RFP Number 1683 Z1; Clearinghouse and Scheduling System Questions".

Written answers will be provided through an addendum to be posted on the internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

E. PRE-PROPOSAL CONFERENCE CALL

A pre-proposal conference call with mandatory participation will be held on the date and time specified in the Schedule of Events. Participation in the pre-proposal conference call is mandatory in order to submit a proposal. Bidders will have an opportunity to ask questions during the conference call to assist in the clarification and understanding of the RFP requirements. The State will make every reasonable attempt to answer those questions before the end of the conference call. Bidders participating in the pre-proposal conference call may submit further questions in writing for questions which the bidder requires an official written response as indicated in the Schedule of Events.

Written answers to written questions along with a list of conference call participants will be provided through an addendum to be posted on the internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events. Verbal responses provided during the pre-proposal conference call shall not be binding on the State of Nebraska.

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations. The scores from the oral interviews/presentations and/or demonstrations may be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be

allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

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**, clearly identified as such, and seven (7) copies of the entire proposal should be submitted. The copy marked "Original" shall take precedence over any other copies, should there be a discrepancy. 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. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents must be clearly marked **ORIGINAL DOCUMENTS**. Please note that the address label must appear as specified on the face of each container. Regardless of the reason, proposals received late will not be accepted and will be returned to the sender unopened. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

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 bid. The separate package must be clearly marked PROPRIETARY on the outside of the package.** Bidders may not mark their entire RFP 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.

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 points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals must be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

H. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location specified in the Schedule of Events. For your convenience, proposals will be available for viewing after the proposal opening.

I. REJECTIONS 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.

J. PROPOSAL EVALUATION

The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. The criteria for determining a responsible bidder shall include but not be limited to:

1. The ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of this Request for Proposal;
2. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
3. Whether the bidder can perform the contract within the specified time frame;
4. The quality of bidder performance on prior contracts;
5. Such other information that may be secured and that has a bearing on the decision to award the contract; and
6. Cost.

K. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). This committee will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

L. 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. The signed Request for Proposal for Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal.

M. EVALUATION

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. Areas that will be addressed and scored during the evaluation include the:

1. Executive Summary;
2. Corporate Overview which shall include but is not limited to;
 - a. The ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of this Request for Proposal;
 - b. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - c. Whether the bidder can perform the contract within the specified time frame;
3. Technical Approach; and
4. Cost Proposal.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Scoring criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

N. 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.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: 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.

O. VIOLATION OF TERMS AND CONDITIONS

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

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

III. TERMS AND CONDITIONS

The terms and conditions stated herein are in addition to those stated in the "Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer" form and apply in like force to this Request for Proposal and any contract resulting therefrom.

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 Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer and certifies it maintains a drug free work place.

A. GENERAL

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

1. The signed Request for Proposal form;
2. The original RFP document;
3. Any Request for Proposal Addenda and or Amendments to include Questions and Answers;
4. The Contractor's Proposal;
5. Any Contract Amendments, in order of significance; and
6. Contract Award.

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 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) RFP addenda or amendments with the latest dated amendment having the highest priority, 4) the original RFP, 5) the signed RFP form, 6) the contractor's proposal.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

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

This Request for Proposal does not commit the State to award a contract. The State reserves the right to reject all proposals, and at its discretion, may withdraw or amend this Request for Proposal at any time. 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 an intent to award decision has been determined, it will be posted to the internet at:

<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the internet at:

<http://www.das.state.ne.us/materiel/purchasing/rfpmanual/rfpmanual.htm>

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

B. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. Neither the contractor nor any subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to the employee or applicant's hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

C. 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.

D. OWNERSHIP OF INFORMATION AND DATA

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 this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other items necessary to execute this 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.

E. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this Contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The Contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or 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 this 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 this 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. Where applicable, this policy shall provide USL&H coverage. 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 this Contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by this Contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this 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 an Additional Insured. 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

a.	Workers' Compensation and Employer's Liability	
	Coverage A	Statutory
	Coverage B	
	Bodily Injury by Accident	\$100,000 each accident
	Bodily Injury by Disease	\$500,000 policy limit
	Bodily Injury by Disease	\$100,000 each employee
b.	Commercial General Liability	
	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
c.	Commercial Automobile Liability	
	Bodily Injury/Property Damage	\$1,000,000 combined single limit
d.	Umbrella/Excess Liability	
	Over primary insurance	\$1,000,000 per occurrence

EVIDENCE OF COVERAGE

The Contractor shall furnish the State with a certificate of insurance coverage, which shall be submitted to the Department of Administrative Services, Risk Management Division at 521 S. 14th Street, Suite 104, Lincoln, NE 68508 or by facsimile 402-471-2800. These certificates or the cover sheet shall reference the contract 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 the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

F. 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.

G. 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 this agreement. The contractor's employees and other persons engaged in work or services required by the contractor under this agreement 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.

H. 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 RFP, 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 subcontractors' services, the subcontractors' 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.

I. 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 this 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 contractor's employees within the scope of their duties under this 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.

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

J. 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 RFP or project, or who had any influence on decisions affecting the RFP or project.

K. 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 RFP or project.

The contractor 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 also certifies that no person having any such known interests or whose employment would be or appear to be a conflict of interest shall be employed during the performance of this contract.

L. PROPOSAL PREPARATION COSTS

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

M. 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.

N. 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.

O. ASSIGNMENT BY THE STATE

The rights of the State under this contract shall be assignable to any other agency of the State with prior written notice to the contractor.

P. ASSIGNMENT BY THE CONTRACTOR

The contractor shall not assign or transfer any interest in the contract without the prior written consent of the State.

Q. DEVIATIONS FROM THE CONTRACT

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 or mandatory requirements. 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 contractor agrees to pay all expenses of such action, including attorney's fees and costs, at all stages of said litigation as set by the hearing officer or court if the State is the prevailing party.

T. ADVERTISING

The contractor agrees not to refer to the contract award in commercial 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 excepted.

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 or education entity premises.

W. NOTIFICATION

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 shall provide in its proposal the name, title and complete address of its designee to receive notices.

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.

X. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and 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 30 days written notice to the contractor.

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 this contract. Should said funds not be appropriated, the State may terminate this 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) 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.

Z. DEFAULT BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under this 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) 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.

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. PENALTY

In the event that the bidder fails to perform any substantial obligation under this 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 stipulated in the contract for the deliverables may result in an assessment of penalty due the state of \$ 500 dollars per day, until the deliverables are approved.

CC. RETAINAGE

The State or the Distance Education Council may withhold twenty percent (20%) of each payment to the contractor as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the contractor will invoice the state for any outstanding work and for the retainage. The State or the Distance Education Council may reject the final invoice by identifying the specific reasons for such rejection in writing to the contractor within 45 calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State or the Distance Education Council will release the final payment and retainage in accordance with the contract payment terms.

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. Upon such notice, all obligations of the affected party under the contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. 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

The State hereby agrees, in consideration of the covenants and agreements specified to be kept and performed by the contractor, to pay to the contractor when the terms and conditions of the contract and specifications have been fully completed and fulfilled on the part of the contractor to the satisfaction of 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). State may require contractor to accept payment by electronic means such as ACH deposit.

GG. INVOICES

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment.

HH. AUDIT REQUIREMENTS

All contractor books, records and documents relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the state in the course of an audit.

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 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, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's project coordinator. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, 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 for any extra work so ordered shall be determined in accordance with the unit prices of contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

LL. HOLD HARMLESS

The contractor agrees to hold the State, and any entity eligible to purchase off of this contract, harmless for all loss or damage sustained by any person as a direct result of the negligent or willful acts by the contractor, its employees or agents in the performance of this agreement including all associated costs of defending any action.

MM. LIMITATION OF LIABILITY

The contractor agrees that there will be no limitation to contractor's liability under this contract.

NN. 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.

OO. 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.

PP. PROPRIETARY INFORMATION

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 bid. The separate package must be clearly marked PROPRIETARY on the outside of the package.** 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

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal 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 his or her 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. PRICES

All prices, costs, 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 represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which 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 this contract, 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, 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 this contract and all prices in addition, which contractor may charge under the terms of this contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

SS. BEST AND FINAL OFFER

The State will compile the final scores for each proposal, technical and cost. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or 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 (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

TT. ETHICS IN PUBLIC CONTRACTING

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or other thing of value to any State officer, legislator or employee 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.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure this 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 bids 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 Proposals or the format or content of their proposal.

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

UU. CONTRACTOR INDEMNIFICATION

The State of Nebraska will not provide indemnity for the contractor.

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Bidder agrees to ensure compliance with current Nebraska Access Technology Standards. The intent is to ensure that all newly procured information technology equipment; software and services can accommodate individuals with disabilities.

Information technology products, systems, and services including data, voice, and video technologies, as well as information dissemination methods, will comply with the Nebraska Technology Access Standards. A complete listing of these standards can be found at website <http://www.nitc.state.ne.us/standards/accessibility/> and are part of the State's terms and conditions.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The State of Nebraska is requesting bids for an event clearinghouse and statewide scheduling system for distance learning and videoconferencing. The K-12 usage of the statewide scheduling system will be administered by the Distance Education Council in accordance with NEB. REV. STAT. 79-1334:

“The powers and duties of the Distance Education Council include, but are not limited to:

- (3) Facilitation of scheduling for qualified distance education courses;
- (4) Brokering of qualified distance education courses to be purchased by educational entities;
- (7) Establishment of a system for prioritizing courses if the demand for Network Nebraska exceeds the capacity available for distance education and for choosing receiving educational entities when the demand for a course exceeds the capacity as determined by either the technology available or the course provider;
- (8) Scheduling and prioritization for access to Network Nebraska by educational entities in cooperation with the Chief Information Officer and using scheduling software or scheduling services which meet any applicable standards established by the commission...”

http://www.nitc.state.ne.us/standards/video/SchedulingStandards_20060501.pdf

The web-based software system shall be implemented and functional in time to schedule the 2007-08 distance learning courses and ad hoc events for Nebraska K-12 schools and their associated higher education and informal education partners. The hardware control system shall be implemented and functional in time to control the CODECS and conferencing bridges for the first day of student classes, 2007-08 school year. It is projected that approximately 100 new entities will come onto the system each summer of 2007, 2008, and 2009 until 300+ educational entities are participating.

Pursuant to NEB. REV. STAT. 79-1233, the Office of the Chief Information Officer intends to coordinate the evaluation and recommend for purchase a statewide clearinghouse and scheduling system for synchronous video and distance learning events to the Nebraska Distance Education Council. The Chief Information Officer has been tasked by the Legislature to bid for such equipment and software and shall allow educational entities as defined in section 79-1332 to participate in such statewide leasing or purchasing contracts.

In addition, any municipal, county, state, federal public entity or political subdivision operating within Nebraska may also purchase off of this State contract.

B. PROJECT ENVIRONMENT

Nebraska currently has approximately 450 videoconferencing units across the State spread among numerous sub-sectors, each using different software to schedule and convene videoconferences. This number of videoconferencing units will likely increase over the next three years. This Request for Proposal describes the features and functions required of a statewide system that can be configured and customized for each sub-sector while accommodating their needs for security, individual authentication, and local site control.

The successful bidder will be working in cooperation with numerous entities including, but not limited to, the staff of the Distance Education Council, Chief Information Officer, Nebraska Educational Service Units, and the Nebraska Educational Telecommunications Commission to properly configure and customize the web-based software system prior to implementation. A list of known and anticipated hardware devices to be controlled are listed in Section E 1.1.0 but should in no way suggest an exhaustive list.

C. SCOPE OF WORK

The successful bidder shall supply and deliver a statewide scheduling system that will allow the K-12 and higher education entities that are connected to Network Nebraska to post proposed classes, allow site administrators to register students for classes, and facilitate the operation of the videoconference classes offered. The successful bidder will supply and install all required hardware and the software system. The bidder must make provisions for other education entities, as defined in the Glossary of Terms, to also purchase the same system to interconnect if these entities choose to do so. In addition, any municipal, county, state, or federal public entity operating within Nebraska may also purchase off of this State contract. These optional follow up purchases must be allowed at the same pricing offered in this bid. The proposed schedule of implementation and draft list of schools to receive the system is supplied in Appendices B and C.

D. PROJECT REQUIREMENTS

The Phase 1 Event Clearinghouse portion of this project must be completed by January 1, 2007 in order to accommodate one month of training in the northeast region of Nebraska, followed by a two month course and registration schedule. The Phase 1 Scheduling Control of CODECs and conferencing bridges portion of this project must be completed by August 1, 2007 in order to accommodate testing of device control prior to the Fall semester, 2007.

The Phase 2 Event Clearinghouse portion of this project will involve a review and revision of Phase 1 components and must be completed by January 1, 2008 in order to accommodate one month of training in the south central and western regions of Nebraska, followed by a two month course and registration schedule. The Phase 2 Scheduling Control of CODECs and conferencing bridges portion of this project must be completed by August 1, 2008 in order to accommodate testing of device control prior to the Fall semester, 2008.

The Phase 3 Event Clearinghouse portion of this project will involve a review and revision of Phase 2 components and must be completed by January 1, 2009 in order to accommodate one month of training in the southeast region of Nebraska, followed by a two month course and registration schedule. The Phase 3 Scheduling Control of CODECs and conferencing bridges portion of this project must be completed by August 1, 2009 in order to accommodate testing of device control prior to the Fall semester, 2009.

E. TECHNICAL COMPONENTS

Each of the items from the "Functional Requirements" matrix of this RFP require a response of Yes, Custom, Third, Future, or No. Below is a brief explanation of each.

- Yes** Yes, in current release, meets requirement without manipulation of fields, forms or the need to add fields and tables to the system.
- Custom** Yes, meets requirement with manipulation or custom programming. (Explanation of manipulation or customization is required.)
- Third** The software meets the requirement through an integrated 3rd party product.
- Future** The software will meet the requirement in a future release. Explanation of both timeframe and why this is pertinent to the RFP process must be included.)
- No** The software does not or cannot meet the requirement.

The "Functional Requirements" matrix below must be filled out, using the format provided and returned with the Request for Proposal response. For each section, bidders must provide a response directly in the matrix, using as much space as needed. Responses do not need to be limited to one line. Bidders must not reorder the functional requirements.

The matrix highlights mandatory requirements. The first level of evaluation is based on the bidder's response to all "Mandatory" requirements (marked 'M' in the matrix) with "Yes", "Custom", or "Third Party". Bidders that respond with "Future" or "No" will be considered non-responsive and will be eliminated from further evaluation.

The second level of evaluation is based on the bidder's response to the remaining functional requirements. Where the requirement is not marked as "Mandatory", the bidder should consider these requirements desirable but not required. The desirable requirements will also be scored to help evaluate bidders' responses.

1.1.0 Hardware control component

When attempting to link two or more sites electronically, the system must coordinate the connectivity between/among the sites. The exact list of future hardware is currently not available but the CODECs, multi-conferencing bridge systems and far-end room control systems currently in the network that will likely not be replaced are listed in Section 1.1.0 of the Functional Requirements Matrix. Indicate in the 'Functional Requirements' matrix those hardware control components that the bidder is capable of controlling with the proposed system. Also provide separately a list of all CODECs and bridges the proposed system is capable of controlling that are not on this list.

1.2.0 Event logging component

A system coordinator must have the ability to track information about events. This may include knowing the number of people at a site, the minutes an event runs at any given site, or the number of events a specific organization schedules.

1.3.0 Facilities coordination component

If an event includes locations for which more than one person/organization has responsibility, then some mechanism must exist for coordinating use of facilities. There may be technical or administrative limits as to the number or types of sites that can participate in any given event. This could be as simple as users coordinating times over the telephone or through e-mail, but for some applications there may be a greater need for pre-scheduling and coordination among multiple administrators.

1.4.0 People coordination component

If a specific location is to be used this implies that operational people may need to be dedicated to cause successful events. Since there will be a variety of site designs and operations, then there will be a variety in the demand of staff time. Likewise, each facility will have limits on how many people can attend at any one location. Finally, there may be limitations as to the total number of event participants allowed.

1.5.0 Event clearinghouse component

As system users see a need for pre-scheduled events coordinated among a large number of facilities and administrators, the concept of a virtual location for brokering of events becomes attractive. Such a clearinghouse could serve as a way for event coordinators to let others know the specifics of events they are planning (a certain class with a specific sort of content will be offered on a certain schedule for a certain period of time or a specific event will happen one time on a specific day at a specific time).

Such a clearinghouse could also serve as a way for interested parties to find events that meet their specific needs (a school administrator has a certain number of students who need a specific class that is not offered locally). Availability might also include information about

participant or site number limitations (the total seats or sites in the class/event, the number requested or registered so far and the number remaining of the total).

Line #	Functional Requirements	Mandatory = "M"	Phase	Response Code (Yes, Custom, Third, Future, No)
Hardware Control Component 1.1.0				
Indicate which of these components the bidder is capable of controlling with the proposed system:				
1	CODEC AHEAD MAC-500 Response:		1, 2	
2	CODEC BNI Power Play Response:		2, 3	
3	CODEC CYTEK QLink QH323 VSX Response:		1, 2, 3	
4	CODEC POLYCOM FX Response:		1, 2, 3	
5	CODEC POLYCOM IPower 900 Series Response:		1, 2, 3	
6	CODEC POLYCOM VS-4000 Response:		1, 2, 3	
7	CODEC POLYCOM VSX-7000 Response:		1, 2, 3	
8	CODEC POLYCOM VSX-8000 Response:		1, 2, 3	
9	CODEC SONY PCS-1 Response:		1, 2, 3	
10	CODEC TANDBERG 6000 MXP Response:		1, 2, 3	
11	MCU ACCORD MGC-50 Response:		1, 2, 3	
12	MCU ACCORD MGC-100 Response:		1, 2, 3	
13	MCU CODIAN 4200 Series Response:		1, 2, 3	
14	Room Control CRESTRON RACK-2 Response:		1, 2, 3	
15	Room Control CYTEK QLink Response:		1, 2, 3	
16	Room Control DASCOS DL Navigator Response:		1, 2, 3	
Hardware Control Features 1.1.1				
A system should be able to control all hardware in a network and be capable of linking into all the other systems listed in this standard to enable the following:				

Line #	Functional Requirements	Mandatory = "M"	Phase	Response Code (Yes, Custom, Third, Future, No)
17	Browser-based access by Macintosh and Windows computers Response:	M	1, 2, 3	
18	Full browser support and compatibility with Microsoft Internet Explorer, Mozilla Firefox, Netscape, Safari, Opera Response:	M	1, 2, 3	
19	Locate devices by IP address (both static and DHCP) Response:	M	1, 2, 3	
20	Locate devices by MAC address Response:	M	1, 2, 3	
21	Facilitate far-end control in endpoint devices that possess far-end control capability Response:	M	1, 2, 3	
22	Facilitate continuous presence in that up to four locations can continually see all other locations in the call simultaneously:	M	1, 2, 3	
22a	in a static classroom with up to 4 monitors Response:	M	1, 2, 3	
22b	in a portable system using split-screen Response:	M	1, 2, 3	
23	Display a call list that is understood by non-technical persons using plain English site description Response:		1, 2, 3	
24	Have defined quality of service choices to include 384Kbps, 512Kbps, 768Kbps, 1.024Mbps Response:		1, 2, 3	
25	Hardware and software systems must work such that the scheduling system is available for use at least 99.9% of the time Response:	M	1, 2, 3	
26	The system should not require reset/reboot more often than once per week Response:		1, 2, 3	
27	Keep automated log data that may be defined by and searched in ways to be defined by the system administrator(s) with multiple possible search definitions Response:		1, 2, 3	
28	Maintain security in ways that can be defined by system administrators including:		1, 2, 3	
28a	Keeping log information secure Response:		1, 2, 3	
28b	Limiting access to an event Response:		1, 2, 3	
28c	Turning encryption on/off in endpoint devices with the capability		1, 2, 3	

Line #	Functional Requirements	Mandatory = "M"	Phase	Response Code (Yes, Custom, Third, Future, No)
	Response:			
28d	Identifying security capability to system administrators and event coordinators by site		1, 2, 3	
	Response:			
28e	Provide an identity management system that allows for multiple levels of user access as defined by system administrators	M	1, 2, 3	
	Response:			
29	Facilitate ad hoc events by users with permission from system administrators		1, 2, 3	
	Response:			
30	Facilitate scheduled events by users with permission from system administrators		1, 2, 3	
	Response:			
31	Facilitate various types of events to include:		1, 2, 3	
31a	Broadcast to all		1, 2, 3	
	Response:			
31b	Broadcast to some		1, 2, 3	
	Response:			
31c	2-way point-to-point	M	1, 2, 3	
	Response:			
31d	2-way point-to-multipoint	M	1, 2, 3	
	Response:			
31e	A combination of broadcast and 2-way		1, 2, 3	
	Response:			
Event Logging Features 1.2.1				
A system should be able to automatically store data and permit reports and be capable of linking into all the other systems listed in 1.1.0 to include the following:				
32	Browser-based access by Macintosh and Windows computers	M	1, 2, 3	
	Response:			
33	Full browser support and compatibility with Microsoft Internet Explorer, Mozilla Firefox, Netscape, Safari, Opera	M	1, 2, 3	
	Response:			
34	Store data in an ODBC compliant relational database	M	1, 2, 3	
	Response:			
35	Provide fields for logging various pieces of information to include:	M	1, 2, 3	
35a	Minutes a site is available or not available		1, 2, 3	
	Response:			
35b	Minutes a site is used		1, 2, 3	
	Response:			

Line #	Functional Requirements	Mandatory = "M"	Phase	Response Code (Yes, Custom, Third, Future, No)
35c	Number of event attendees Response:		1, 2, 3	
35d	Type of event as defined by system administrators Response:		1, 2, 3	
35e	Number of sites per event Response:		1, 2, 3	
36	Permit system administrator defined fields (no fewer than 64) Response:	M	1, 2, 3	
37	Fields permissible by site, groups of sites, and groups of groups Response:		1, 2, 3	
38	Related GUI entry for call setup as defined by system administrators Response:		1, 2, 3	
39	Physical site location and description Response:		1, 2, 3	
40	Local contact and facility arrangement info to include:	M	1, 2, 3	
40a	Costs, availability, site rules Response:		1, 2, 3	
40b	ADA options available Response:		1, 2, 3	
40c	Searchable criteria for describing or accessing spaces Response:		1, 2, 3	
41	GUI text written in plain English Response:		1, 2, 3	
42	Facilitate search to know what facilities are in conflict or are often in conflict to include:		1, 2, 3	
42a	Number of conflicts for a given site over a specific amount of time Response:		1, 2, 3	
43	Accommodate a facility "wait" list / availability queue to include:		1, 2, 3	
43a	If a facility is already confirmed for an event, it should log who has requested the same facility then auto notify the requester(s) if the event causing the conflict is cancelled Response:		1, 2, 3	
44	Account for billing charges per event/location and total bill generation after the event Response:		1, 2, 3	

Line #	Functional Requirements	Mandatory = "M"	Phase	Response Code (Yes, Custom, Third, Future, No)
Facilities Coordination Features 1.3.1 A system should enable access to facilities based on defined permissions, resolve conflicts based on pre-determined policies and be capable of linking into all the other systems listed in 1.1.0 to include the following:				
45	Browser-based access by Macintosh and Windows computers	M	1, 2, 3	
	Response:			
46	Full browser support and compatibility with Microsoft Internet Explorer, Mozilla Firefox, Netscape, Safari, Opera	M	1, 2, 3	
	Response:			
47	System editable user access to include:		1, 2, 3	
	Response:			
47a	Activate a facility such that it is known to the system and to system users		1, 2, 3	
	Response:			
47b	Building level admin such that the facilities at a specific location can set policies for that site and permit use by others	M	1, 2, 3	
	Response:			
47c	Regional admin (organization / geo-political) such that a group of facilities can set policies for all related sites and permit use by others	M	1, 2, 3	
	Response:			
47d	Sys admin (configuration) such that technical system setup, operation and maintenance may be conducted		1, 2, 3	
	Response:			
47e	Sector admin such that groups of groups of facilities can set policies for all related sites and permit use by others	M	1, 2, 3	
	Response:			
47f	Room request such that any designated site user or administrator may request access to a facility they do not already have rights to schedule		1, 2, 3	
	Response:			
47g	Participant access defaults		1, 2, 3	
	Response:			
47h	All denied unless specifically permitted		1, 2, 3	
	Response:			
47i	All permitted unless specifically denied		1, 2, 3	
	Response:			
48	User account directory service with definable permissions for each account	M	1, 2, 3	
	Response:			
49	Types of coordination to include:		1, 2, 3	
	Response:			
49a	Event posting to inform others of possible access		1, 2, 3	

Line #	Functional Requirements	Mandatory = "M"	Phase	Response Code (Yes, Custom, Third, Future, No)
	Response:			
49b	Site joining to allow others to access		1, 2, 3	
	Response:			
49c	Ad hoc to allow immediate activation of unscheduled events		1, 2, 3	
	Response:			
49d	Pre-planned events that may occur once or cyclically		1, 2, 3	
	Response:			
49e	Inter network coordination to permit interaction of sites both within and outside a controlled network		1, 2, 3	
	Response:			
49f	Intra network coordination to permit interaction of sites within a controlled network		1, 2, 3	
	Response:			
49g	Administrator defined bandwidth prioritization to minimize network bottlenecks		1, 2, 3	
	Response:			
49h	Administrator defined asset prioritization to minimize system conflicts		1, 2, 3	
	Response:			
49i	Site-requested bandwidth speed		1, 2, 3	
	Response:			
50	Facilities information to be posted to include:		1, 2, 3	
	Response:			
50a	Identify technology available by site		1, 2, 3	
	Response:			
50b	Physical site location	M	1, 2, 3	
	Response:			
50c	Local contact and facility arrangement info	M	1, 2, 3	
	Response:			
50d	Costs, availability, site rules		1, 2, 3	
	Response:			
50e	ADA options available		1, 2, 3	
	Response:			
51	Event information to be posted to include:		1, 2, 3	
	Response:			
51a	Definable credit type	M	1, 2, 3	
	Response:			
51b	Definable student type	M	1, 2, 3	
	Response:			
51c	Event/course prerequisites		1, 2, 3	
	Response:			
51d	Event/course descriptions	M	1, 2, 3	
	Response:			
51e	Teacher / event leader / presenter	M	1, 2, 3	
	Response:			

Line #	Functional Requirements	Mandatory = "M"	Phase	Response Code (Yes, Custom, Third, Future, No)
51f	Materials needed Response:		1, 2, 3	
51g	Event coordinator info Response:	M	1, 2, 3	
51h	Target audience Response:	M	1, 2, 3	
51i	Mapquest-like link to location Response:		1, 2, 3	
People Coordination Features 1.4.1 A system should enable interaction of people based on policies set by system administrators and be capable of linking into all the other systems listed in 1.1.0 to include the following:				
52	Browser-based access by Macintosh and Windows computers Response:	M	1, 2, 3	
53	Full browser support and compatibility with Microsoft Internet Explorer, Mozilla Firefox, Netscape, Safari, Opera Response:	M	1, 2, 3	
54	Allow for multiple permission levels to include:		1, 2, 3	
54a	View schedules Response:	M	1, 2, 3	
54b	Request systems/facilities Response:	M	1, 2, 3	
54c	Approve systems/facilities use Response:	M	1, 2, 3	
55	Provide information about instructor/facilitator and their availability Response:		1, 2, 3	
56	Allow for predetermined maximum number of attendees Response:		1, 2, 3	
57	Track and display count of committed attendees Response:		1, 2, 3	
58	Track and display remaining permitted attendees Response:		1, 2, 3	
59	Allow for predetermined maximum number of sites Response:	M	1, 2, 3	
60	Track and display count of committed sites Response:		1, 2, 3	
61	Track and display remaining permitted sites Response:		1, 2, 3	

Line #	Functional Requirements	Mandatory = "M"	Phase	Response Code (Yes, Custom, Third, Future, No)
Event Clearinghouse Features 1.5.1				
A system should enable online interaction for publishing and searching of event information and be capable of linking into all the other components listed in this matrix to include the following:				
62	Browser-based access by Macintosh and Windows computers	M	1, 2, 3	
	Response:			
63	Full browser support and compatibility with Microsoft Internet Explorer, Mozilla Firefox, Netscape, Safari, Opera	M	1, 2, 3	
	Response:			
64	Posting of one-time single events	M	1, 2, 3	
	Response:			
65	Posting of sequenced or cyclical events	M	1, 2, 3	
	Response:			
66	Posting of costs to participate in an event		1, 2, 3	
	Response:			
67	Permit system administrator defined fields (no fewer than 256)	M	1, 2, 3	
	Response:			
68	Provide for automated multiple time zone accommodation	M	1, 2, 3	
	Response:			
69	Posting of multiple standard bell schedules related to formal educational events		1, 2, 3	
	Response:			
70	Permitting or excluding view of encrypted/secured events such those with permission may see that the events are available and those without permission won't even be able to know that these events are taking place		1, 2, 3	
	Response:			
71	Posting of all, part or none of the information defined in the fields of this document as defined by system administrators		1, 2, 3	
	Response:			
72	Use an ODBC compliant relational database	M	1, 2, 3	
	Response:			
73	System administrator defined search/reporting capability		1, 2, 3	
	Response:			
74	Posting of facility group affiliation		1, 2, 3	
	Response:			
75	Provide for automated email notification of site requests/confirmations to include:		1, 2, 3	
75a	Events offered		1, 2, 3	
	Response:			
75b	Events needed		1, 2, 3	
	Response:			

Line #	Functional Requirements	Mandatory = "M"	Phase	Response Code (Yes, Custom, Third, Future, No)
75c	Event outages Response:		1, 2, 3	
75d	Event conflicts Response:		1, 2, 3	
76	Provide for automated site schedule generation to include		1, 2, 3	
76a	Events offered Response:		1, 2, 3	
76b	Events needed Response:		1, 2, 3	
76c	Event outages Response:		1, 2, 3	
76d	Event conflicts Response:		1, 2, 3	
77	Provide for event cancellation "drop dead" date policies for events with automated email notifications to include:		1, 2, 3	
77a	Minimums not met Response:		1, 2, 3	
77b	Facilities conflict not resolved Response:		1, 2, 3	
77c	Email notification Response:		1, 2, 3	
78	Provide for links to asynchronous event-related material (eLearning) Response:		1, 2, 3	
79	Provide for automated billing Response:		1, 2, 3	
80	Provide for post event evaluations as defined by system administrators Response:		1, 2, 3	

F. TECHNICAL REQUIREMENTS

The proposal must describe the technical requirements of all databases, software and hardware and include the capacity and environmental requirements for placement of all servers and software clients, if applicable. The proposal must describe how redundancy, disaster recovery, and business continuity are achieved with the clearinghouse and scheduling system. SYSTEM DRAWINGS: Bidder shall include with the Proposal a technical diagram of how the software has been laid out and designed. Bidder shall also include with the Proposal a technical diagram depicting all furnished hardware for this project and how it interconnects, as well as how external hardware might interconnect with the provided system.

G. TECHNOLOGY REFRESHMENT CLAUSE

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.

As a portion of the response to this RFP, bidder's shall identify and define any pertinent new services currently being considered for deployment. Anticipated deployment dates shall also be identified.

The State and the Contractor will conduct periodic reviews of the contract at specific milestones during the term 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 result in modification of rates identified in the services offered by the Contractor. These review periods will commence no later than the 10th month (~September 1, 2007) of the contract from the effective date of the contract; the 22nd month (~September 1, 2008) of the contract from the effective date of the contract; and the 34th month (~September 1, 2009) of the contract from the effective date of the contract.

H. PROJECT PLANNING AND MANAGEMENT

The proposal must describe how the bidder's staff will work with education entities to reach the desired goals and objectives of the project, including the preferred methodology and timeline for completion.

I. EVALUATE CURRENT PROJECT ENVIRONMENT

The proposal must describe how the bidder's staff will assess the current project environment and the data elements and naming conventions necessary to customize the system. The proposal must describe the policy guidelines and log-in privileges that will be needed to configure the clearinghouse and scheduling system.

J. TRAINING PROGRAM

The Distance Education Council envisions a contractor-provided training program that would involve both regional technical support training and regional scheduling system administration training, marked in BOLD below. The regional application administrators would then be responsible for training the site-based scheduling system administrators. Classroom teachers and college instructors would also be familiarized with the scheduling system through their distance learning instructional design training, provided by Nebraska educational service units.

Anticipated dates, numbers of trainees, and regions are listed below. However, the bidder should detail standard training approaches, schedules and costs (if applicable) as part of the technical and cost proposal.

January 2007: 6-12 northeast Nebraska regional technical support personnel
January 2007: 25-50 northeast Nebraska regional scheduling system administrators
January 2007: 100-200 northeast Nebraska site-based scheduling system administrators
July-August 2007: 150-300 northeast Nebraska teachers/instructors

January 2008: 6-12 south central/western Nebraska regional technical support personnel
January 2008: 25-50 south central/western Nebraska regional scheduling system administrators
January 2008: 100-200 south central/western Nebraska site-based scheduling system administrators

July-August 2008: 150-300 south central/western Nebraska teachers/instructors

January 2009: 6-12 southeast Nebraska regional technical support personnel

January 2009: 25-50 southeast Nebraska regional scheduling system administrators

January 2009: 100-200 southeast Nebraska site-based scheduling system administrators

July-August 2009: 150-300 southeast Nebraska teachers/instructors

K. PERFORM IMPLEMENTATION

This projected timeline of Phase 1 Implementation was created and included by the staff of the Chief Information Officer to give the prospective bidders a basic overview of tasks to be completed by certain dates. The actual timeline for implementation following the purchase order becomes the responsibility of the Distance Education Council (DEC), in cooperation with the successful bidder.

2006

Nov-Dec Customization of Event Clearinghouse Component of the Scheduling System

2007

Jan 2 Beta test of Event Clearinghouse Component of the Scheduling System

Jan 2-31 Event Clearinghouse System Training for K-12, higher education staff

Feb 1-28 Web posting of 2007-08 high school/dual credit courses on Event Clearinghouse System

Mar 1-30 Regional Registration of 2007-08 high school/dual credit courses on Event Clearinghouse System

Apr 2-30 Statewide Registration of 2007-08 high school/dual credit courses on Event Clearinghouse System

May 1 Resolution of conflicts and solicitation of courses for unmet needs on Event Clearinghouse System

May 25 Regional equipment and network upgrade begins for ~100 sites

- Installation and configuration of switches/routers/CODECs
- Local circuit upgrades by vendor(s)
- Network Nebraska transport conversion

Jul 24-31 Programming of Device Control Component of the Scheduling System

Aug 1 Testing of network and Scheduling System

Aug 13 Classes begin in many schools

L. WARRANTY AND MAINTENANCE AGREEMENT

Bidder shall include with their proposal response options and pricing for extended maintenance agreements. WARRANTY: Bidder shall include with the proposal a copy or written description of what is covered in the "Standard Equipment Warranty" that is offered with the clearinghouse and scheduling system. This warranty shall describe at a minimum, length of warranty and what items are covered such as parts and/or labor, etc.

M. DELIVERABLES

The successful bidder shall deliver the statewide synchronous videoconferencing event clearinghouse and scheduling control system components per the schedule depicted in this document. Bidder must be specific regarding delivery date or dates quoted.

N. BIDDER QUALIFICATIONS

The bidder will certify that they have been in the business of supplying and installing scheduling systems in the USA for at least five (5) years. Details of previous projects shall be explained in Section V.3.h SUMMARY OF BIDDER'S CORPORATE EXPERIENCE.

O. SYSTEM MIGRATION

There are currently a number of existing scheduling systems in use throughout the State. These systems will need to be decommissioned as a part of the installation process. The bidder must explain the process of changing out the existing systems for the proposed system. Details for additional costs, if any, or avoidance of costs, if applicable, is to be included in the cost proposal of the project. The following is a list of existing scheduling systems in use.

Accord MGC Manager
BNI Power Play
Renovo
ScheduAll
TC Reliance
Tektronix / Grass Valley MCS-300

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of Section IV clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL

The Technical Proposal shall consist of four (4) sections:

1. The SIGNED "State of Nebraska Request for Proposal for Contractual Services" form;
2. Executive Summary;
3. Corporate Overview; and
4. Technical Approach.

1. REQUEST FOR PROPOSAL FORM

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 Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer and certifies they maintain a drug free work place.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the contractor's Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

3. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past 36 months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identifies all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as

required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder, or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such termination including the name and address of the other contracting party, and the circumstances surrounding the termination. If no such early termination has occurred, so declare.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
 - 1) the time period of the project;
 - 2) the scheduled and actual completion dates;
 - 3) the contractor's responsibilities;
 - 4) **for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and**
 - 5) Each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual.

SUBCONTRACTORS

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;
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections.

- a. Detailed deployment plan to accomplish the **Scope of Work** as explained in Section IV-C.
- b. Explanation of bidder's ability to meet or exceed **Project Requirements** listed in Section IV-D;
- c. Explanation of Section IV-E. **Technical Components** as evidenced by completion of the **Functional Requirements Matrix**;
- d. **Technical Considerations** including information from Sections IV-F, IV-G, IV-I; IV-N
- e. Detailed **Project Work Plan** including information from Sections IV-H, IV-I, IV-J; and IV-O.
- f. **Deliverables and Due Dates**, including information from Sections IV-K, IV-M.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit its Cost Proposal in a section of the proposal that is separate from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those listed below.

APPENDIX A

SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS

SCHEDULE B: MAINTENANCE AND TECHNICAL SUPPORT

SCHEDULE C: TRAINING

SCHEDULE D: OPTIONAL EQUIPMENT AND FEATURES

SCHEDULE E: MISCELLANEOUS

These summaries shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

For the cost proposal, bidders shall use 300 videoconferencing devices for figuring the firm, fixed price of the statewide synchronous videoconferencing event clearinghouse and scheduling control system, of which approximately 100 videoconferencing devices are committed to be controlled by the system in the 2007-08 implementation year. Each successive year of the contract, the committed number of videoconferencing devices will be known on or about November 1, 2007 for the 2008-09 implementation year and on or about November 1, 2008 for the 2009-10 implementation year. Bidders may use separate schedules for education and non-education pricing. Education pricing will apply to education entities as defined in the Glossary of Terms.

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables that are reflective of future possible Federal Universal Service Fund (eRate) eligibility. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverable(s) have been approved. A percentage of the total contract cost may then be invoiced based on the following schedule.

The Contractor must certify in writing to the State when the equipment and software are installed and ready for performance testing.

<u>Invoice Date</u>	<u>Requested Percentage</u>	<u>Deliverable(s)</u>
eRate Funding Year July 1, 2006-June 30, 2007		
January 1, 2007	50% of Ramp Up Costs	Event Clearinghouse System Online
May 1, 2007	50% of Ramp Up Costs	Clearinghouse Schedule 2007-08 Courses
eRate Funding Year July 1, 2007-June 30, 2008		
August 1, 2007	30% of Phase 1 Costs	Successful Device Control Testing

September 1, 2007	30% of Phase 1 Costs	System Up, Review Phase 1 Features
January 1, 2008	30% of Phase 1 Costs	Updates to Phase 1 Clearinghouse
May 1, 2008	10% of Phase 1 Costs	Clearinghouse Schedule 2008-09 Courses
eRate Funding Year July 1, 2008-June 30, 2009		
August 1, 2008	30% of Phase 2 Costs	Successful Device Control Testing
September 1, 2008	30% of Phase 2 Costs	System Up, Review Phase 2 Features
January 1, 2009	30% of Phase 2 Costs	Event Clearinghouse System Online
May 1, 2009	10% of Phase 2 Costs	Clearinghouse Schedule 2009-10 Courses
eRate Funding Year July 1, 2009-June 30, 2010		
August 1, 2009	30% of Phase 3 Costs	Successful Device Control Testing
September 1, 2009	30% of Phase 3 Costs	System Up, Review Phase 3 Features
January 1, 2010	30% of Phase 3 Costs	Event Clearinghouse System Online
May 1, 2010	10% of Phase 3 Costs	Clearinghouse Schedule 2010-11 Courses

D. ALTERNATIVE TERMS AND CONDITIONS

The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interests of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

**APPENDIX A
SCHEDULE A: HARDWARE, SOFTWARE and TOOLS**

For the cost proposal, bidders shall use 300 (100 x 3 years) videoconferencing devices for figuring the firm, fixed price of the statewide synchronous videoconferencing event clearinghouse and scheduling control system. If no cost, indicate \$0 or N/C.

RFP 1683 Z1; Number 1683Z1

Vendor Name:

Qty	Item (Version, Model, Number, etc...)	Description/ Purpose	Ramp Up 11.22.06- 6.30.07	Phase 1 7.1.07- 6.30.08	Phase 2 7.1.08- 6.30.09	Phase 3 7.1.09- 6.30.10
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
	Total		\$	\$	\$	\$

Bidder shall quote hardware, software and tools costs for Year 4 (7.1.2010-6.30.2011) through Year 8 (7.1.2014-6.30.2015).

(Bidder to Add Lines as Required)

**APPENDIX A
SCHEDULE B: MAINTENANCE AND TECHNICAL SUPPORT**

For the cost proposal, bidders shall use 300 (100 x 3 years) videoconferencing devices for figuring the firm, fixed price of the statewide synchronous videoconferencing event clearinghouse and scheduling control system. If no cost, indicate \$0 or N/C.

RFP 1683 Z1; Number 1683 Z1

Vendor Name:

Line #	Description of Maintenance	Reference RFP Proposal Section	ANNUAL COST				
			Ramp up 11.22.06- 6.30.07	Year 1 7.1.07- 6.30.08	Year 2 7.1.08- 6.30.09	Year 3 7.1.09- 6.30.10	Total Item Cost
1			\$	\$	\$	\$	\$
2			\$	\$	\$	\$	\$
3			\$	\$	\$	\$	\$
4			\$	\$	\$	\$	\$
5			\$	\$	\$	\$	\$
	Total Maintenance Costs		\$	\$	\$	\$	\$

Line #	Description of Technical Support	Reference RFP Proposal Section	ANNUAL COST				
			Ramp up 11.22.06- 6.30.07	Year 1 7.1.07- 6.30.08	Year 2 7.1.08- 6.30.09	Year 3 7.1.09- 6.30.10	Total Item Cost
1			\$	\$	\$	\$	\$
2			\$	\$	\$	\$	\$
3			\$	\$	\$	\$	\$
4			\$	\$	\$	\$	\$
5			\$	\$	\$	\$	\$
	Total Technical Support Costs		\$	\$	\$	\$	\$

Bidder shall quote ongoing maintenance and technical support costs for Year 4 (7.1.2010-6.30.2011) through Year 8 (7.1.2014-6.30.2015).

(Bidder to Add Lines as Required)

**APPENDIX A
SCHEDULE C: TRAINING**

For the cost proposal, bidders shall use 300 (100 x 3 years) videoconferencing devices for figuring the firm, fixed price of the statewide synchronous videoconferencing event clearinghouse and scheduling control system. If no cost, indicate \$0 or N/C.

RFP 1683 Z1; Number 1683 Z1

Vendor Name:

Line #	Description of Training	Reference RFP Proposal Section	ANNUAL COST				Total Item Cost
			Ramp up 11.22.06- 6.30.07	Year 1 7.1.07- 6.30.08	Year 2 7.1.08- 6.30.09	Year 3 7.1.09- 6.30.10	
1			\$	\$	\$	\$	\$
2			\$	\$	\$	\$	\$
3			\$	\$	\$	\$	\$
4			\$	\$	\$	\$	\$
5			\$	\$	\$	\$	\$
	Total Training Costs		\$	\$	\$	\$	\$

Bidder shall quote training costs for Year 4 (7.1.2010-6.30.2011) through Year 8 (7.1.2014-6.30.2015).

(Bidder to Add Lines as Required)

**APPENDIX A
SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES**

For the cost proposal, bidders shall use 300 (100 x 3 years) videoconferencing devices for figuring the firm, fixed price of the statewide synchronous videoconferencing event clearinghouse and scheduling control system. If no cost, indicate \$0 or N/C.

RFP Number 1683 Z1

Vendor Name:

Qty	Item (Version, Model, Number, etc...)	Description/ Purpose	Reference RFP Proposal Section	Cost
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
	Total			\$

(Bidder to Add Lines as Required)

**APPENDIX A
SCHEDULE E: MISCELLANEOUS**

Bidder shall list any costs not associated with Schedules A through D.

For the cost proposal, bidders shall use 300 (100 x 3 years) videoconferencing devices for figuring the firm, fixed price of the statewide synchronous videoconferencing event clearinghouse and scheduling control system. If no cost, indicate \$0 or N/C.

RFP 1683 Z1; Number 1683 Z1

Vendor Name:

Qty	Item (Version, Model, Number, etc...)	Description/ Purpose	Reference RFP Proposal Section	Cost
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
	Total			\$

(Bidder to Add Lines as Required)

APPENDIX B: PHASES 1-3 PROPOSED IMPLEMENTATION PLAN

Possible LB 1208 Upgrade Plan							Revised: 8/30/06	
Date/Consortium	ESUs	tot. # sites	# H.S./ ESUs	Contract Expiration	Backbone Aggregation point	Video	LB 1208 Eqpt & AETP costs	
Summer 2006	FY2006-07							
AETP							\$	250,000
School Dist Reorg Fund							\$	1,000,000
Ed. Inn. Fund (est. carryover to 2007-08 for AETP, Eqpt & DL incentives)							\$	2,550,000
							\$	3,800,000
Summer 2007	FY2007-08							
NE.NEDLC	1 (Wakefield)	9	9	2007	Norfolk or Omaha	JPEG	\$	180,000
ENDLC	1 (Wakefield) 2 (Fremont)	42	41	2009	Norfolk or Lincoln	JPEG	\$	820,000
Crossroads	7 (Columbus) [plus Twin Rivers-Genoa]	14	13	2012	Norfolk or Omaha	MPEG2	\$	260,000
NVTP	8 (Neligh)	14	14	2006	Norfolk or Omaha	JPEG	\$	280,000
NE.NELA	8 (Neligh)	14	9	2007	Norfolk or Omaha	JPEG	\$	180,000
NCDLC	17 (Ainsworth)	6	6	2008	Norfolk or Omaha	JPEG	\$	120,000
DL Equipment	(includes 4 schools without fiber)	99	92				\$	1,840,000
AETP							\$	500,000
DL Incentives (est.)							\$	210,000
Total 2007							\$	2,550,000
Summer 2008	FY2008-09							
CNDEC	9 (Hastings)	21	18	2009	G.I. or Kearney	JPEG	\$	360,000
TriValley-N	7 (Columbus) 10 (Kearney)	11	11	2009	G.I. or Kearney	JPEG	\$	220,000
TriValley-S	10 (Kearney) 11 (Holdrege)	33	31	2015	G.I. or Kearney	H.264	\$	620,000
STEP	10 (Kearney)	9	9	2012	G.I. or Kearney	MPEG2	\$	180,000
SWDLC	15 (Trenton) 16 (North Platte)	42	36	2010?	G.I. or North Platte	H.264	\$	720,000
WNDLC	13 (Scottsbluff/Sidney)	28	26	2009	Scottsbluff or Lincoln	JPEG	\$	520,000
DL Equipment	(includes 7 schools without fiber)	144	131				\$	2,620,000
AETP							\$	750,000
DL Incentives (est.)							\$	430,000
Total 2008							\$	3,800,000
Summer 2009	FY2009-10							
SNLDC	3 (Millard) 4 (Auburn) 5 (Beatrice) 6 (Millard)	77	71	2011	Lincoln	H.264	\$	1,420,000
LPS	18 (Lincoln)	9	9	2014	Lincoln	H.264	\$	180,000
OPS	19 (Omaha)	8	8	NA	Omaha	NA	\$	160,000
Fiberless Schools	(17 included among 2007-09 upgrades)	0	0	NA		NA	\$	-
DL Equipment	(includes 6 schools without fiber)	94	88				\$	1,760,000
AETP							\$	1,000,000
DL Incentives (est.)							\$	1,040,000
Total 2009							\$	3,800,000
Total Possible DL Eqpt (FY 2007-2010)		337	311				\$	6,220,000

APPENDIX C: LIST OF EDUCATION ENTITIES BY PROJECTED YEAR OF UPGRADE

Sites affected by LB 1208 network upgrade

Revised: September 7, 2006

Proposed Summer 2007 Upgrade				87 schools, 5 ESUs, 7 higher ed sites		
High School or Community-School/School	Bandwidth	Video Protocol	ESU Area	Dist. Learning Consortium	Contract Expires	Community College Area
Brainard-East Butler	45 Mbps	MPEG2	7	Crossroads	2012	Central CC
Columbus	45 Mbps	MPEG2	7	Crossroads	2012	Central CC
Columbus-Central Community College	45 Mbps	MPEG2	7			Central CC
Columbus-ESU 7	45 Mbps	MPEG2	7	Crossroads	2012	Central CC
Columbus-Lakeview	45 Mbps	MPEG2	7	Crossroads	2012	Central CC
David City	45 Mbps	MPEG2	7	Crossroads	2012	Central CC
Genoa-Twin River H.S.	45 Mbps	JPEG	7	TVDEC-N	2009	Central CC
Humphrey	45 Mbps	MPEG2	7	Crossroads	2012	Central CC
Osceola	45 Mbps	MPEG2	7	Crossroads	2012	Central CC
Polk-High Plains	45 Mbps	MPEG2	7	Crossroads	2012	Central CC
Rising City	45 Mbps	MPEG2	7	Crossroads	2012	Central CC
Schuyler Central	45 Mbps	MPEG2	7	Crossroads	2012	Central CC
Shelby	45 Mbps	MPEG2	7	Crossroads	2012	Central CC
Stromsburg-Cross County	45 Mbps	MPEG2	7	Crossroads	2012	Central CC
Allen	45 Mbps	JPEG	1	ENDLC	2009	Northeast CC
Ashland-Ashland/Greenwood	45 Mbps	JPEG	2	ENDLC	2009	Southeast CC
Bancroft-Bancroft/Rosalie	45 Mbps	JPEG	2	ENDLC	2009	Northeast CC
Cedar Bluffs	45 Mbps	JPEG	2	ENDLC	2009	Southeast CC
Clarkson	45 Mbps	JPEG	7	ENDLC	2009	Central CC
Coleridge	45 Mbps	JPEG	1	ENDLC	2009	Northeast CC
Crofton	45 Mbps	JPEG	1	ENDLC	2009	Northeast CC
Dodge	45 Mbps	JPEG	2	ENDLC	2009	Metro CC
Emerson-Emerson/Hubbard	3 Mbps	H.264	1	ENDLC	2009	Northeast CC
Fremont (NO DL)	1.5 Mbps		2	ENDLC	2009	Metro CC
Fremont-ESU 2	45 Mbps	JPEG	2	ENDLC	2009	Southeast CC
Hartington	45 Mbps	JPEG	1	ENDLC	2009	Northeast CC
Homer	3 Mbps	H.264	1	ENDLC	2009	Northeast CC
Hooper-Logan View	45 Mbps	JPEG	2	ENDLC	2009	Metro CC
Howells	45 Mbps	JPEG	7	ENDLC	2009	Central CC
Laurel-Laurel/Concord	45 Mbps	JPEG	1	ENDLC	2009	Northeast CC
Leigh	45 Mbps	JPEG	7	ENDLC	2009	Central CC
Lyons-Lyons/Decatur Northeast	45 Mbps	JPEG	2	ENDLC	2009	Northeast CC
Macy-Umo n ho n Nation	45 Mbps	JPEG	1	ENDLC	2009	Northeast CC
Mead	45 Mbps	JPEG	2	ENDLC	2009	Southeast CC
Newcastle	45 Mbps	JPEG	1	ENDLC	2009	Northeast CC
North Bend	45 Mbps	JPEG	2	ENDLC	2009	Metro CC
Oakland-Oakland/Craig	45 Mbps	JPEG	2	ENDLC	2009	Northeast CC
Omaha-Metropolitan Community College	45 Mbps	JPEG				Metro CC
Pender	45 Mbps	JPEG	1	ENDLC	2009	Northeast CC
Prague	45 Mbps	JPEG	2	ENDLC	2009	Southeast CC
Raymond-Raymond Central	45 Mbps	JPEG	2	ENDLC	2009	Southeast CC
Scribner-Scribner/Snyder	45 Mbps	JPEG	2	ENDLC	2009	Metro CC
South Sioux City	45 Mbps	JPEG	1	ENDLC	2009	Northeast CC
Tekamah-Tekamah/Herman	45 Mbps	JPEG	2	ENDLC	2009	Northeast CC
Wahoo	45 Mbps	JPEG	2	ENDLC	2009	Southeast CC
Wakefield	45 Mbps	JPEG	1	ENDLC	2009	Northeast CC
Wakefield-ESU 1	45 Mbps	JPEG	1	ENDLC	2009	Northeast CC
Walthill	45 Mbps	JPEG	1	ENDLC	2009	Northeast CC
Wayne	45 Mbps	JPEG	1	ENDLC	2009	Northeast CC
West Point	45 Mbps	JPEG	2	ENDLC	2009	Northeast CC
Winnebago	45 Mbps	JPEG	1	ENDLC	2009	Northeast CC
Winside	45 Mbps	JPEG	1	ENDLC	2009	Northeast CC
Wisner-Wisner/Pilger	45 Mbps	JPEG	2	ENDLC	2009	Metro CC
Wynot	45 Mbps	JPEG	1	ENDLC	2009	Northeast CC

Sites affected by LB 1208 network upgrade

Revised: September 7, 2006

Yutan	45 Mbps	JPEG	2	ENDLC	2009	Southeast CC
Ponca (NO DL)	1.5 Mbps		1			Northeast CC
Atkinson-West Holt Rural H.S.	45 Mbps	JPEG	8	NVTP	2006	Northeast CC
Bartlett-Wheeler Central	45 Mbps	JPEG	8	NVTP	2006	Northeast CC
Butte-West Boyd Unified	45 Mbps	JPEG	8	NVTP	2006	Northeast CC
Chambers	45 Mbps	JPEG	8	NVTP	2006	Northeast CC
Clearwater-NE Unified District 1	45 Mbps	JPEG	8	NVTP	2006	Northeast CC
Elgin	45 Mbps	JPEG	8	NVTP	2006	Northeast CC
Ewing	45 Mbps	JPEG	8	NVTP	2006	Northeast CC
Lynch	45 Mbps	JPEG	8	NVTP	2006	Northeast CC
Neligh-ESU 8	45 Mbps	JPEG	8	NVTP	2006	Northeast CC
O'Neill	45 Mbps	JPEG	8	NVTP	2006	Northeast CC
Orchard-NE Unified District 1	45 Mbps	JPEG	8	NVTP	2006	Northeast CC
Petersburg-Boone Central	45 Mbps	JPEG	8	NVTP	2006	Northeast CC
Spencer-West Boyd Unified	45 Mbps	JPEG	8	NVTP	2006	Northeast CC
Stuart	45 Mbps	JPEG	8	NVTP	2006	Northeast CC
Ainsworth	45 Mbps	JPEG	17	NCDLC	2008	Northeast CC
Ainsworth-ESU 17	45 Mbps	JPEG	17	NCDLC	2008	Northeast CC
Bassett-Rock County H.S.	45 Mbps	JPEG	17	NCDLC	2008	Northeast CC
Cody-Cody/Kilgore	45 Mbps	JPEG	17	NCDLC	2008	Mid-Plains CC
Springview-Keya Paha	45 Mbps	JPEG	17	NCDLC	2008	Northeast CC
Valentine	45 Mbps	JPEG	17	NCDLC	2008	Mid-Plains CC
Bloomfield	45 Mbps	JPEG	1	NE.NEDLC	2007	Northeast CC
Creighton	45 Mbps	JPEG	1	NE.NEDLC	2007	Northeast CC
Niobrara	45 Mbps	JPEG	1	NE.NEDLC	2007	Northeast CC
Osmond	45 Mbps	JPEG	8	NE.NEDLC	2007	Northeast CC
Plainview	45 Mbps	JPEG	8	NE.NEDLC	2007	Northeast CC
Randolph	45 Mbps	JPEG	1	NE.NEDLC	2007	Northeast CC
Santee	45 Mbps	JPEG	1	NE.NEDLC	2007	Northeast CC
Verdigre-NE Unified District 1	45 Mbps	JPEG	1	NE.NEDLC	2007	Northeast CC
Wausa	45 Mbps	JPEG	1	NE.NEDLC	2007	Northeast CC
Albion-Boone Central	45 Mbps	JPEG	7	NE. NELA	2007	Central CC
Battle Creek	45 Mbps	JPEG	8	NE. NELA	2007	Northeast CC
Madison	45 Mbps	JPEG	8	NE. NELA	2007	Northeast CC
Neligh-Neligh/Oakdale	45 Mbps	JPEG	8	NE. NELA	2007	Northeast CC
Newman Grove	45 Mbps	JPEG	8	NE. NELA	2007	Northeast CC
Norfolk-Northeast Community College	45 Mbps	JPEG			2007	Northeast CC
Norfolk-Northeast Community College	45 Mbps	JPEG			2007	Northeast CC
Norfolk-Northeast Community College	45 Mbps	JPEG			2007	Northeast CC
Norfolk	45 Mbps	JPEG	8	NE. NELA	2007	Northeast CC
Pierce	45 Mbps	JPEG	8	NE. NELA	2007	Northeast CC
Stanton	45 Mbps	JPEG	8	NE. NELA	2007	Northeast CC
Tilden-Elkhorn Valley	45 Mbps	JPEG	8	NE. NELA	2007	Northeast CC
Wayne-Wayne State College	45 Mbps	JPEG			2007	
Wayne-Wayne State College	45 Mbps	JPEG			2007	

Proposed Summer 2008 Upgrade

122 schools, 9 ESUs, 13 higher ed sites

High School or Community-School/School	Bandwidth	Video Protocol	ESU Area	Dist. Learning Consortium	Contract Expires	Community College Area
Aurora	45 Mbps	JPEG	9	CNDEC	2008	Central CC
Aurora-Edgerton Explorit Center	40 Mbps	JPEG				Central CC
Aurora-Edgerton Explorit Center	3 Mbps	H.264				Central CC
Blue Hill	45 Mbps	JPEG	9	CNDEC	2008	Central CC
Central City	45 Mbps	JPEG	7	CNDEC	2008	Central CC
Clay Center	45 Mbps	JPEG	9	CNDEC	2008	Central CC
Doniphan-Doniphan/Trumbull	45 Mbps	JPEG	9	CNDEC	2008	Central CC

Sites affected by LB 1208 network upgrade

Revised: September 7, 2006

Fairfield-South Central Unified 5	45 Mbps	JPEG	9	CNDEC	2008	Central CC
Hampton	45 Mbps	JPEG	9	CNDEC	2008	Central CC
Harvard	45 Mbps	JPEG	9	CNDEC	2008	Central CC
Hastings-Adams Central	45 Mbps	JPEG	9	CNDEC	2008	Central CC
Hastings-Central Community College	45 Mbps	JPEG				Central CC
Hastings-ESU 9	45 Mbps	JPEG	9	CNDEC	2008	Central CC
Kenesaw	45 Mbps	JPEG	9	CNDEC	2008	Central CC
Nelson-South Central Unified 5	45 Mbps	JPEG	9	CNDEC	2008	Central CC
Red Cloud	45 Mbps	JPEG	9	CNDEC	2008	Central CC
Roseland-Silver Lake	45 Mbps	JPEG	9	CNDEC	2008	Central CC
Superior-South Central NE Unified 5	45 Mbps	JPEG	9	CNDEC	2008	Central CC
Sutton	45 Mbps	JPEG	9	CNDEC	2008	Central CC
<i>Giltner (NO DL)</i>	1.5 Mbps		9			Central CC
<i>Hastings Senior High (NO DL)</i>	11 Mbps		9			Central CC
<hr/>						
Anslay	45 Mbps	MPEG2	10	STEP	2012	Mid-Plains CC
Arcadia	45 Mbps	MPEG2	10	STEP	2012	Central CC
Broken Bow	45 Mbps	MPEG2	10	STEP	2012	Mid-Plains CC
Burwell	45 Mbps	MPEG2	10	STEP	2012	Northeast CC
Dunning	45 Mbps	MPEG2	10	STEP	2012	Mid-Plains CC
Loup City	45 Mbps	MPEG2	10	STEP	2012	Central CC
Merna-Anselmo/Merna	45 Mbps	MPEG2	10	STEP	2012	Mid-Plains CC
Sargent	45 Mbps	MPEG2	10	STEP	2012	Mid-Plains CC
Taylor-Loup County H.S.	45 Mbps	MPEG2	10	STEP	2012	Mid-Plains CC
<hr/>						
Arapahoe	45 Mbps	H.264	11	SW.NEDLC	2013	Central CC
Arnold	45 Mbps	H.264	10	SW.NEDLC	2013	Mid-Plains CC
Arthur-Arthur County H.S.	45 Mbps	H.264	16	SW.NEDLC	2013	Mid-Plains CC
Bartley-Southwest Public Schools	45 Mbps	H.264	15	SW.NEDLC	2013	Mid-Plains CC
Benkelman-Dundy County H.S.	45 Mbps	H.264	15	SW.NEDLC	2013	Mid-Plains CC
Brady	45 Mbps	H.264	16	SW.NEDLC	2013	Mid-Plains CC
Callaway	45 Mbps	H.264	10	SW.NEDLC	2013	Mid-Plains CC
Cambridge	45 Mbps	H.264	11	SW.NEDLC	2013	Central CC
Culbertson-Hitchcock Co Unified	45 Mbps	H.264	15	SW.NEDLC	2013	Mid-Plains CC
Curtis-Medicine Valley	45 Mbps	H.264	15	SW.NEDLC	2013	Mid-Plains CC
Curtis-NE College of Tech Ag	45 Mbps	H.264				
Eustis-Eustis/Farnam	45 Mbps	H.264	11	SW.NEDLC	2013	Mid-Plains CC
Grant	45 Mbps	H.264	16	SW.NEDLC	2013	Mid-Plains CC
Hayes Center	45 Mbps	H.264	15	SW.NEDLC	2013	Mid-Plains CC
Hershey	45 Mbps	H.264	16	SW.NEDLC	2013	Mid-Plains CC
Hyannis	45 Mbps	H.264	16	SW.NEDLC	2013	Western CC
Imperial-Chase County H.S.	45 Mbps	H.264	15	SW.NEDLC	2013	Mid-Plains CC
Indianola-Southwest Public Schools	45 Mbps	H.264	15	SW.NEDLC	2013	Mid-Plains CC
Madrid-Wheatland	45 Mbps	H.264	16	SW.NEDLC	2013	Mid-Plains CC
Maxwell	45 Mbps	H.264	16	SW.NEDLC	2013	Mid-Plains CC
Maywood	45 Mbps	H.264	15	SW.NEDLC	2013	Mid-Plains CC
McCook	45 Mbps	H.264	15	SW.NEDLC	2013	Mid-Plains CC
McCook-MidPlainsCC	45 Mbps	H.264				Mid-Plains CC
McCook-MidPlainsCC	45 Mbps	H.264				Mid-Plains CC
Mullen	45 Mbps	H.264	16	SW.NEDLC	2013	Mid-Plains CC
North Platte	45 Mbps	H.264	16	SW.NEDLC	2013	Mid-Plains CC
North Platte-ESU 16	45 Mbps	H.264	16	SW.NEDLC	2013	Mid-Plains CC
North Platte-MidPlains CC	45 Mbps	H.264				Mid-Plains CC
North Platte-MidPlains CC	45 Mbps	H.264				Mid-Plains CC
North Platte-UN West Central Research	45 Mbps	H.264				
Ogallala	45 Mbps	H.264	16	SW.NEDLC	2013	Mid-Plains CC
Ogallala-ESU 16	45 Mbps	H.264	16	SW.NEDLC	2013	Mid-Plains CC
Oxford-Southern Valley	45 Mbps	H.264	11	SW.NEDLC	2013	Central CC
Paxton-Consolidated	45 Mbps	H.264	16	SW.NEDLC	2013	Mid-Plains CC
Stapleton	45 Mbps	H.264	16	SW.NEDLC	2013	Mid-Plains CC

Sites affected by LB 1208 network upgrade

Revised: September 7, 2006

Sutherland	45 Mbps	H.264	16	SW.NEDLC	2013	Mid-Plains CC
Theford	45 Mbps	H.264	16	SW.NEDLC	2013	Mid-Plains CC
Trenton-ESU 15	45 Mbps	H.264	15	SW.NEDLC	2013	Mid-Plains CC
Trenton-Hitchcock Co. Unified	45 Mbps	H.264	15	SW.NEDLC	2013	Mid-Plains CC
Tryon-McPherson County H.S.	45 Mbps	H.264	16	SW.NEDLC	2013	Mid-Plains CC
Wallace	45 Mbps	H.264	16	SW.NEDLC	2013	Mid-Plains CC
Wauneta-Wauneta/Palisade	45 Mbps	H.264	15	SW.NEDLC	2013	Mid-Plains CC
Cedar Rapids	45 Mbps	JPEG	7	TVDEC-N	2009	Central CC
Elba	45 Mbps	JPEG	10	TVDEC-N	2009	Central CC
Clarks-High Plains Community M.S.	45 Mbps	JPEG	7	TVDEC-N	2009	Central CC
Columbus-ESU 7	45 Mbps	JPEG	7	TVDEC-N	2009	Central CC
Fullerton	45 Mbps	JPEG	7	TVDEC-N	2009	Central CC
Greeley-Greeley/Wolbach	45 Mbps	JPEG	10	TVDEC-N	2009	Central CC
Scotia-North Loup Scotia	45 Mbps	JPEG	10	TVDEC-N	2009	Central CC
Palmer	45 Mbps	JPEG	7	TVDEC-N	2009	Central CC
Spalding	45 Mbps	JPEG	10	TVDEC-N	2009	Central CC
St. Edward	45 Mbps	JPEG	7	TVDEC-N	2009	Central CC
Wolbach-Greeley/Wolbach	45 Mbps	JPEG	10	TVDEC-N	2009	Central CC
Alma	100 Mbps	H.264	11	TVDEC-S	2009	Central CC
Amherst	100 Mbps	H.264	10	TVDEC-S	2009	Central CC
Axtell	100 Mbps	H.264	11	TVDEC-S	2009	Central CC
Bertrand	100 Mbps	H.264	11	TVDEC-S	2009	Central CC
Cairo-Centura H.S.	100 Mbps	H.264	10	TVDEC-S	2009	Central CC
Cozad	100 Mbps	H.264	10	TVDEC-S	2009	Central CC
Elm Creek	100 Mbps	H.264	10	TVDEC-S	2009	Central CC
Elwood	100 Mbps	H.264	11	TVDEC-S	2009	Central CC
Franklin	100 Mbps	H.264	11	TVDEC-S	2009	Central CC
Gibbon	100 Mbps	H.264	10	TVDEC-S	2009	Central CC
Gothenburg	100 Mbps	H.264	10	TVDEC-S	2009	Central CC
Grand Island-Central Community College	100 Mbps	H.264				Central CC
Hildreth-Wilcox/Hildreth	100 Mbps	H.264	11	TVDEC-S	2009	Central CC
Holdrege	100 Mbps	H.264	11	TVDEC-S	2009	Central CC
Holdrege-ESU 11	100 Mbps	H.264	11	TVDEC-S	2009	Central CC
Kearney	100 Mbps	H.264	10	TVDEC-S	2007	Central CC
Kearney-ESU 10	100 Mbps	H.264	10	TVDEC-S	2009	Central CC
Kearney-UN-Kearney	100 Mbps	H.264				
Lexington	100 Mbps	H.264	10	TVDEC-S	2009	Central CC
Litchfield	100 Mbps	H.264	10	TVDEC-S	2009	Central CC
Loomis	100 Mbps	H.264	11	TVDEC-S	2009	Central CC
Minden	100 Mbps	H.264	11	TVDEC-S	2009	Central CC
Ord	100 Mbps	H.264	10	TVDEC-S	2009	Central CC
Overton	100 Mbps	H.264	10	TVDEC-S	2009	Central CC
Pleasanton	100 Mbps	H.264	10	TVDEC-S	2009	Central CC
Ravenna	100 Mbps	H.264	10	TVDEC-S	2009	Central CC
Shelton	100 Mbps	H.264	10	TVDEC-S	2009	Central CC
St. Paul	100 Mbps	H.264	10	TVDEC-S	2009	Central CC
Sumner-Sumner/Eddyville/Miller H.S.	100 Mbps	H.264	10	TVDEC-S	2009	Central CC
Wilcox-Wilcox/Hildreth	100 Mbps	H.264	11	TVDEC-S	2009	Central CC
Grand Island (NO DL)	1.5 Mbps		10			Central CC
Grand Island NW (NO DL)	1.5 Mbps		10			Central CC
Wood River (NO DL)	1.5 Mbps		10			Central CC
Alliance	45 Mbps	JPEG	13	WNLDC	2009	Western CC
Bayard	45 Mbps	JPEG	13	WNLDC	2009	Western CC
Bridgeport	45 Mbps	JPEG	13	WNLDC	2009	Western CC
Chadron	45 Mbps	JPEG	13	WNLDC	2009	Western CC
Chadron-Chadron State College	45 Mbps	JPEG				Western CC
Chappell-Creek Valley	45 Mbps	JPEG	13	WNLDC	2009	Western CC
Crawford	45 Mbps	JPEG	13	WNLDC	2009	Western CC

Sites affected by LB 1208 network upgrade

Revised: September 7, 2006

Dalton-Leyton H.S.	45 Mbps	JPEG	13	WNDLC	2009	Western CC
Gering	45 Mbps	JPEG	13	WNDLC	2009	Western CC
Gordon	45 Mbps	JPEG	13	WNDLC	2009	Western CC
Harrisburg-Banner County H.S.	45 Mbps	JPEG	13	WNDLC	2009	Western CC
Harrison-Sioux County H.S.	45 Mbps	JPEG	13	WNDLC	2009	Western CC
Hay Springs	45 Mbps	JPEG	13	WNDLC	2009	Western CC
Hemingford	45 Mbps	JPEG	13	WNDLC	2009	Western CC
Kimball	45 Mbps	JPEG	13	WNDLC	2009	Western CC
Lodgepole-Creek Valley	45 Mbps	JPEG	13	WNDLC	2009	Western CC
Minatare	45 Mbps	JPEG	13	WNDLC	2009	Western CC
Mitchell	45 Mbps	JPEG	13	WNDLC	2009	Western CC
Morrill	45 Mbps	JPEG	13	WNDLC	2009	Western CC
Oshkosh-Garden County H.S.	45 Mbps	JPEG	13	WNDLC	2009	Western CC
Potter-Potter/Dix H.S.	45 Mbps	JPEG	13	WNDLC	2009	Western CC
Rushville	45 Mbps	JPEG	13	WNDLC	2009	Western CC
Scottsbluff	45 Mbps	JPEG	13	WNDLC	2009	Western CC
Scottsbluff-ESU 13	45 Mbps	JPEG	13	WNDLC	2009	Western CC
Scottsbluff-Western NE Community College	45 Mbps	JPEG				Western CC
Sidney-ESU 13	45 Mbps	JPEG	13	WNDLC	2009	Western CC
<i>Sidney (NO DL)</i>	<i>1.5 Mbps</i>		<i>13</i>			<i>Western CC</i>
<i>Big Springs-South Platte H.S. (NO DL)</i>	<i>1.5 Mbps</i>		<i>13</i>			<i>Western CC</i>

Proposed Summer 2009 Upgrade	82 schools, 6 ESUs, 6 higher ed sites
-------------------------------------	----------------------------------------------

High School or Community-School/School	Bandwidth	Video Protocol	ESU Area	Dist. Learning Consortium	Contract Expires	Community College Area
Lincoln-Bryan Learning Community	1000 Mbps	H.264	18	LPS	2014	Southeast CC
Lincoln-East H.S.	1000 Mbps	H.264	18	LPS	2014	Southeast CC
Lincoln-Lincoln H.S.	1000 Mbps	H.264	18	LPS	2014	Southeast CC
Lincoln-ESU 18 (LPSDO)	1000 Mbps	H.264	18	LPS	2014	Southeast CC
Lincoln-Northeast H.S.	1000 Mbps	H.264	18	LPS	2014	Southeast CC
Lincoln-North Star H.S.	1000 Mbps	H.264	18	LPS	2014	Southeast CC
Lincoln-Southeast H.S.	1000 Mbps	H.264	18	LPS	2014	Southeast CC
Lincoln-Southwest H.S.	1000 Mbps	H.264	18	LPS	2014	Southeast CC
Lincoln-Science Focus School	1000 Mbps	H.264	18	LPS	2014	Southeast CC
Adams-Freeman H.S.	100 Mbps	H.264	5	SE.NEDLC	2011	Southeast CC
Arlington	100 Mbps	H.264	3	SE.NEDLC	2011	Metro CC
Auburn-ESU 4	100 Mbps	H.264	4	SE.NEDLC	2011	Southeast CC
Beatrice	100 Mbps	H.264	5	SE.NEDLC	2011	Southeast CC
Beatrice-ESU 5	100 Mbps	H.264	5	SE.NEDLC	2011	Southeast CC
Beatrice-Homestead National Monument	100 Mbps	H.264			2011	Southeast CC
Beatrice-Southeast Community College	100 Mbps	H.264			2011	Southeast CC
Bennington	100 Mbps	H.264	3	SE.NEDLC	2011	Metro CC
Blair	100 Mbps	H.264	3	SE.NEDLC	2011	Metro CC
Bruning-Bruning/Davenport H.S.	100 Mbps	H.264	5	SE.NEDLC	2011	Southeast CC
Chester-Thayer Central M.S.	100 Mbps	H.264	5	SE.NEDLC	2011	Southeast CC
Cook-Nemaha Valley	100 Mbps	H.264	4	SE.NEDLC	2011	Southeast CC
Crete	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
Davenport-Bruning/Davenport M.S.	100 Mbps	H.264	5	SE.NEDLC	2011	Southeast CC
Dawson-Dawson/Verdon	100 Mbps	H.264	4	SE.NEDLC	2011	Southeast CC
Daykin-Meridian	100 Mbps	H.264	5	SE.NEDLC	2011	Southeast CC
DeWitt-TriCounty	100 Mbps	H.264	5	SE.NEDLC	2011	Southeast CC
Deshler	100 Mbps	H.264	5	SE.NEDLC	2011	Southeast CC
Dorchester	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
Elkhorn	100 Mbps	H.264	3	SE.NEDLC	2011	Metro CC
Exeter-Exeter/Milligan H.S.	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
Fairbury	100 Mbps	H.264	5	SE.NEDLC	2011	Southeast CC
Fairmont-Fillmore Central M.S.	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
Falls City	100 Mbps	H.264	4	SE.NEDLC	2011	Southeast CC

Sites affected by LB 1208 network upgrade

Revised: September 7, 2006

Firth-Norris	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
Friend	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
Geneva-Fillmore Central H.S.	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
Gretna	100 Mbps	H.264	3	SE.NEDLC	2011	Metro CC
Hebron-Thayer Central H.S.	100 Mbps	H.264	5	SE.NEDLC	2011	Southeast CC
Henderson-Heartland	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
Humboldt-Humboldt/Table Rock/Steinauer	100 Mbps	H.264	4	SE.NEDLC	2011	Southeast CC
Johnson-Johnson/Brock	100 Mbps	H.264	4	SE.NEDLC	2011	Southeast CC
Lewiston	100 Mbps	H.264	4	SE.NEDLC	2011	Southeast CC
Lincoln-NDE	100 Mbps	H.264			2011	
Lincoln-Southeast Community College	100 Mbps	H.264			2011	Southeast CC
Louisville	100 Mbps	H.264	3	SE.NEDLC	2011	Metro CC
Malcolm	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
McCool Junction	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
Milford	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
Milford-ESU 6	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
Milford-Southeast Community College	100 Mbps	H.264			2011	Southeast CC
Murdock-Elmwood/Murdock	100 Mbps	H.264	3	SE.NEDLC	2011	Metro CC
Murray-Conestoga	100 Mbps	H.264	3	SE.NEDLC	2011	Metro CC
Nebraska City	100 Mbps	H.264	4	SE.NEDLC	2011	Southeast CC
Nebraska City-Visually Impaired	100 Mbps	H.264	4	SE.NEDLC	2011	Southeast CC
Odell-Diller/Odell Secondary	100 Mbps	H.264	5	SE.NEDLC	2011	Southeast CC
Omaha-ESU 3	100 Mbps	H.264	3	SE.NEDLC	2011	Metro CC
Omaha-Henry Doorly Zoo	100 Mbps	H.264				Metro CC
Omaha-Millard North	100 Mbps	H.264	3	SE.NEDLC	2011	Metro CC
Omaha-Millard South	100 Mbps	H.264	3	SE.NEDLC	2011	Metro CC
Omaha-Millard West	100 Mbps	H.264	3	SE.NEDLC	2011	Metro CC
Omaha-Westside Dist. 66	100 Mbps	H.264	3	SE.NEDLC	2011	Metro CC
Palmyra	100 Mbps	H.264	4	SE.NEDLC	2011	Southeast CC
Pawnee City	100 Mbps	H.264	4	SE.NEDLC	2011	Southeast CC
Plattsmouth	100 Mbps	H.264	3	SE.NEDLC	2011	Metro CC
Seward	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
Shickley	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
Stella-SE Consolidated	100 Mbps	H.264	4	SE.NEDLC	2011	Southeast CC
Sterling	100 Mbps	H.264	4	SE.NEDLC	2011	Southeast CC
Syracuse-Syracuse/Dunbar/Avoca	100 Mbps	H.264	4	SE.NEDLC	2011	Southeast CC
Tecumseh	100 Mbps	H.264	4	SE.NEDLC	2011	Southeast CC
Utica-Centennial	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
Valley-Waterloo/Valley	100 Mbps	H.264	3	SE.NEDLC	2011	Metro CC
Waterloo-Waterloo/Valley	100 Mbps	H.264	3	SE.NEDLC	2011	Metro CC
Waverly	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
Weeping Water	100 Mbps	H.264	3	SE.NEDLC	2011	Southeast CC
Wilber-Clatonia	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
Wymore-Southern H.S.	100 Mbps	H.264	5	SE.NEDLC	2011	Southeast CC
York	100 Mbps	H.264	6	SE.NEDLC	2011	Southeast CC
Auburn (NO DL)	1.5 Mbps		4			Southeast CC
Bellevue East (NO DL)	1.5 Mbps		3			Metro CC
Bellevue West (NO DL)	1.5 Mbps		3			Metro CC
Fort Calhoun (NO DL)	1.5 Mbps		3			Metro CC
Papillion-LaVista (NO DL)	100 Mbps		3	SE.NEDLC	2009	Metro CC
Papillion-LaVista-South (NO DL)	4.5 Mbps		3			Metro CC
Ralston (NO DL)	100 Mbps		3	SE.NEDLC	2009	Metro CC
Springfield-South Darpy Dist. 46 (NO DL)	1.5 Mbps		3			Metro CC
Omaha-ESU 19 (TAC)	13.0 Mbps		19	OPS		Metro CC
Omaha Benson (NO DL)	13.0 Mbps		19	OPS		Metro CC
Omaha Bryan (NO DL)	13.0 Mbps		19	OPS		Metro CC
Omaha Burke (NO DL)	13.0 Mbps		19	OPS		Metro CC
Omaha Central (NO DL)	13.0 Mbps		19	OPS		Metro CC

Sites affected by LB 1208 network upgrade

Revised: September 7, 2006

<i>Omaha North (NO DL)</i>	13.0 Mbps	19	OPS	Metro CC
<i>Omaha Northwest (NO DL)</i>	13.0 Mbps	19	OPS	Metro CC
<i>Omaha South (NO DL)</i>	13.0 Mbps	19	OPS	Metro CC

Proposed 2007-2009 Upgrade	291 schools, 20 ESUs, 26 higher ed sites
-----------------------------------	-------------------------------------------------

Summary Data

Number of H.S. with 1.5-13.0 Mbps (NO DL)	24	
Number of H.S. with 45 Mbps JPEG	119	
Number of H.S. with 45 Mbps MPEG2	20	
Number of H.S. with 45 Mbps H.264	33	
Number of H.S. with 100 Mbps H.264	87	
Number of H.S. with 1000 Mbps H.264	8	
Number of ESUs with 1.5-13.0 Mbps (NO DL)	1	
Number of ESUs with 45 Mbps JPEG	8	
Number of ESUs with 45 Mbps MPEG2	1	
Number of ESUs with 45 Mbps H.264	3	
Number of ESUs with 100 Mbps H.264	6	
Number of ESUs with 1000 Mbps H.264	1	
Number of Higher Ed/Informal Ed Sites	26	(10 JPEG, 1 MPEG2, 15 H.264)
	337	

Consortium	Acronym	Contact	E-mail
Central Nebraska Distance Education Consortium	CNDEC	Chris Petroff	cpetroff@esu9.org
Crossroads Distance Education Consortium	Crossroads	Beth Kabes	bkabes@esu7.org
Eastern Nebraska Distance Learning Consortium	ENDLC	Diane Wolfe	dmwolfe@mail.esu2.org
Lincoln Distance Learning Consortium	LPS	Kirk Langer	klanger@lps.org
Niobrara Valley TelePartnership	NVTP	Nigel Buss	nbuss@esu8.org
North Central Distance Learning Consortium	NCDLC	Nigel Buss	nbuss@esu8.org
Northeast Nebraska Distance Learning Consortium	NE.NEDLC	Nigel Buss	nbuss@esu8.org
Northeast Nebraska Learners Academy	NE. NELA	Nigel Buss	nbuss@esu8.org
Sandhills Technology Education Partnership	STEP	Rich Schlesselman	rschless@esu10.org
Southeast Nebraska Distance Learning Consortium	SE.NEDLC	Charles Doyle	cdoyle@esu5.org
Southwest Nebraska Distance Learning Consortium	SW.NEDLC	Shirley Schall	sschall@esu15.org
TriValleyDistance Education Consortium-N&S	TVDEC	John Stritt	jstritt@esu10.org
Western Nebraska Distance Learning Consortium	WNDLC	B.J. Peters	bpeters@esu13.org

Legend:
GREEN = ESU site
ORANGE = High school site without fiber to the premise
RED = ESU 7 school belonging to another consortium