

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 1752Z1	November 16, 2006
OPENING DATE AND TIME	PROCUREMENT CONTACT
December 15, 2006 at 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 1752Z1 for the purpose of selecting qualified contractors to provide networking services and products in Nebraska

Written questions are due no later than November 27, 2006. Written questions must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 1752Z1 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 1752 Z1; Questions".

Bidder should submit one (1) Original and seven (7) copies of the entire proposal for each section being bid. 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.

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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.

CPE – Customer Premise Equipment – refers to equipment used for network that is provided by the consumer.

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.

Eligible Participant: The following Nebraska entities are eligible to purchase from this RFP; the State of Nebraska, University of Nebraska, Nebraska Educational Telecommunications Commission (NET), Nebraska State Colleges, Community Colleges, and Educational (K-12). In addition, any municipal, county, state, or political subdivision operating within Nebraska may also purchase off of this State contract.

ESU: Educational Service Unit

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.

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."

IP – Internet Protocol.

JPEG - The Joint Photographic Experts Group (JPEG) created a compression algorithm that was originally designed for compressing still frames. The compression is similar to H.261 under H.320 but pays specific attention to retaining image detail as opposed to motion compensation. The National Image Transmission Format Standard (NITFS) version 2.0, which is a Government mandated standard, includes the JPEG standard.

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.

Multi-purpose: Having multiple uses, such as video, data, voice, etc.

Must: Required, compulsory or obligatory.

NITC : Nebraska Information Technology Commission.

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

Political Subdivision: The term political subdivision includes counties, townships, cities, villages, districts, authorities, and other public corporations and entities, whether organized and existing under direct provisions of the Constitution of Nebraska or laws of the State of Nebraska, or by virtue of charters, corporate articles, or other legal instruments executed under the authority of such constitution or laws;

POP: Point of Presence. A POP is a geographic location of equipment and interconnection to the network.

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.

QoS: Quality of Service. QoS refers to the capability of a network to provide better service to selected network traffic over various technologies, including Frame Relay, Asynchronous Transfer Mode (ATM), Ethernet and 802.1 networks, SONET, and IP-routed networks that may use any or all of these underlying technologies. The primary goal of QoS is to provide priority including dedicated bandwidth, controlled jitter and latency (required by some real-time and interactive traffic), and improved loss characteristics.

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.

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 1752 Z1 for the purpose of selecting a qualified contractor or contractors to provide various networking services and products.

A contract resulting from this RFP, Sections 1 and 2 will be issued for a period effective from the date of contract award through June 30, 2012, with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by all parties.

A contract resulting from this RFP, Sections 3 will be issued to purchase identified equipment as needed. The contract will be effective until June 30, 2012, with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by all parties.

A contract resulting from this RFP, Sections 4 and 5 will be issued for a period effective from the date of contract award through June 30, 2010, with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by all parties.

A contract resulting from this RFP, Sections 6, 7 and 8 will be issued for a period effective from the date of contract award through June 30, 2008, 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>

B. 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	November 16, 2006
2	Last Day to Submit Written Questions	November 27, 2006
3	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	December 4, 2006
4	Proposal Opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	December 15, 2006 2:00 p.m. Central Time
5	Review for Conformance of Mandatory Requirements	December 15, 2006
6	Initial Evaluation Period	December 15 -20, 2006
7	Oral Interviews/Presentations and/or Demonstrations (if required)	December 27-29, 2006
8	Post Letter of Intent to Contract to internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	January 4, 2007
9	Contract Award	February 1, 2007
10	Contractor Start Date	February 2, 2007

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 statewide networking services and products 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.

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

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:

Written communication with the person(s) designated as the point(s) of contact for this RFP or procurement;
Contacts made pursuant to any pre-existing contracts or obligations;

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 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 1752 Z1 Statewide Networking Services and Products". 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 1752 Z1 Statewide Networking Services and Products".

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. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. MANDATORY REQUIREMENTS

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

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

L. 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;

3. 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;
4. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
5. Whether the bidder can perform the contract within the specified time frame;
6. Technical Approach; and
7. 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.

M. 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.

N. 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 Coverage B	Statutory
	Bodily Injury by Accident	\$100,000 each accident
	Bodily Injury by Disease	\$500,000 policy limit
	Bodily Injury by Disease	\$100,000 each employee
b.	Commercial General Liability General Aggregate Products/Completed Operations Aggregate Personal/Advertising Injury Bodily Injury/Property Damage Fire Damage Medical Payments	\$2,000,000 \$2,000,000 \$1,000,000 any one person \$1,000,000 per occurrence \$50,000 any one fire \$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. PERFORMANCE BOND

The selected contractor for individual sections one (1) and two (2) as defined in Section IV Project Description and Scope of Work will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid through January 1, 2008. The amount of the certified check or bond must be \$500,000.00 The check or bond, if required, will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been completed.

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

This RFP serves multiple purposes in soliciting providers for services related to networking in the State of Nebraska. Each service will be reviewed individually or in combination with other services.

The individual sections of this RFP are:

1. High speed wide area transport – Northeast Nebraska.
2. High speed wide area transport with Edge Router – Northeast Nebraska
3. Commodity Network Equipment
4. Internet Services - Omaha
5. Internet Services - Lincoln
6. Transport Services – McCook/North Platte to Omaha/Lincoln
7. Transport Services – Kearney to Omaha/Lincoln
8. Transport Services – Scottsbluff to Omaha/Lincoln

Notes:

- Sections 1 and 2 will be evaluated together in order to select the qualified Contractor.
- The “edge router” equipment standard selected in section 2 will be declared the State standard for edge routers and will be used to select the equipment types in section 3.
- Vendors are encouraged to bid multiple brands of equipment in section 3.
- All services/commodities listed above will be offered to Schools and Libraries and therefore must meet E-rate guidelines for eligible services, products, services providers and contracts.
- All State agencies, the University, political subdivisions and other “eligible participants” will be allowed to purchase off of this contract.
- There is no guarantee that any or all of the institutions listed will purchase any or all of the services requested in this RFP.

The objective of this RFP is to create a network environment that will meet the needs of the K-12 distance learning environment as defined in LB1208 as passed by the 2006 Nebraska Legislature. This will include “video services (Interactive and streaming), Internet services, and wide area data transport. In addition to serving the K-12 institutions, it will also be used to serve entities that are not e-rate eligible, such as higher education (Community Colleges, State Colleges and Universities), political subdivisions and State Agencies. Only E-rate eligible entities will apply for E-rate discounts.

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

Bidders are required to identify strategies to the State on how bidders intend to transition the current contractual environment of the entities to their proposed solutions. Currently there are six different distance learning consortium contracts associated with each K12 school listed in Appendix A. Each of the distance learning consortia has its own contract

expiration date. For bidder reference: In column A of Appendix A each of the K12 schools listed is identified as belonging to one of the following six distance learning consortia:

Consortium	Acronym	Contact	Main Educational Service Unit(s)	Reported Contract Expiration Date
Crossroads Distance Education Consortium	Crossroads	Beth Kabes	7	Spring 2007
Eastern Nebraska Distance Learning Consortium	ENDLC	Diane Wolfe	1, 2	Spring 2009
Niobrara Valley TelePartnership	NVTP	Nigel Buss	8	August 2007
North Central Distance Learning Consortium	NCDLC	Nigel Buss	17	Spring 2008
Northeast Nebraska Distance Learning Consortium	NE.NEDLC	Nigel Buss	8	Spring 2007
Northeast Nebraska Learners Academy	NE. NELA	Nigel Buss	8	Spring 2007

1. Section 1 - High Speed Wide Area Transport – Northeast Nebraska

A. PROJECT OVERVIEW

The objective of this section of the RFP is to identify a Contractor or Contractors that will design, develop, and implement high speed data connectivity that will meet the current and future telecommunications needs of eligible participants over the term of the contract. The successful Contractor will provide a cost-effective, scalable, and flexible high speed data transport service that can interconnect all entities listed in Appendix A. This RFP is for the first phase of a multi-phase project for connectivity to Network Nebraska. Connectivity may include colleges, universities, state government, political subdivisions and K-12 institutions. The network design of this phase must accommodate the full implementation of Network Nebraska connections including a Statewide, multi-purpose backbone.

The State will analyze proposals for Phase I sites with an emphasis on cost savings and technical approach. As providers of the service, the State believes that potential providers are in the best position to make this determination and present a proposal to the State. Current network costs are provided to assist contractors in making a logical and cost effective proposal to the State.

Current costs are: \$16,000 - \$18,000 per year per school for video and IP data transport.

The State requires the Contractor to bid a multi-purpose transport connection to interconnect the listed institutions along with the corresponding services that considers present, as well as future, state-of-the-art technologies. The extent to which these segments are included in the network 'cloud' that covers the geography of Northeast Nebraska is important to the economic development goals as defined in the Nebraska Information Technology Commission (NITC) goals in section 1.1(http://www.nitc.state.ne.us/stp/2003/Section_2.pdf)

B. TECHNICAL ELEMENTS

1. CURRENT ENVIRONMENT

The current distance learning environment in Northeast Nebraska is a video service offered by Qwest. It is based on fiber DS3 circuits installed to each location. It is based on JPEG or MPEG2 audio/video technology. The current DS3 is capable of providing two services. The primary service is committed to the support of the JPEG or MPEG2 video transmission consisting of one send and three receive sessions. The K-12 institutions secure Internet access via one or two T1 frame-relay connections multiplexed from the JPEG DS3 or from a Data ATM circuit associated with the MPEG2 video circuit. The frame-relay T1 service or ATM data portions of these circuits provide schools Internet access via an OC3 ATM circuit located at the Peter Kiewit Institute Internet POP in Omaha.

2. PROJECT ENVIRONMENT

The Northeast Nebraska service area consists of approximately 87 K-12 School Districts, 5 ESUs, 2 Community Colleges, 1 State College, as well as multiple University of Nebraska locations. Most of these locations use JPEG or MPEG2 technology for video services and T1 circuits or ATM data circuits for Internet services. In addition to the obsolescence of the JPEG and MPEG technology, many of the contracts for this service are about to expire.

These entities have expressed the need to upgrade their network to an IP network using the latest video standards as defined by the NITC. Funding for much of the equipment upgrade will come from appropriations in the Nebraska law as defined in LB1208.

3. SCOPE OF WORK

The Bidder shall design, develop and implement a high speed, IP based, layer 2, wide area network to interconnect eligible entities as requested. This includes conversion of the current DS3 JPEG network to an IP network. The network interface to the customers CPE must physically be Ethernet with the capability to provide multiple virtual Ethernet interfaces via 802.1Q. The network connections must be a minimum of 40 mbps, with options for 100 mbps or faster, up to and including 1000 mbps, where possible. The conversion will be performed over the summer of 2007 and must be as transparent as possible with completion by August 5th.

In addition to the transport network to the entities, there will need to be a "transport connection" from the network cloud to the Network Nebraska Peter Kiewit location.

Entities that select this service will be purchasing their own network equipment and video equipment. The bidder will need to work closely with these entities (institutions, Educational Service Units; etc) to ensure that the appropriate network equipment and video equipment delivery is coordinated and ready for installation at the time the network conversion takes place.

4. PROJECT REQUIREMENTS

The K-12 schools that require this service must be converted between July 1, 2007 and August 5, 2007. The circuits must be installed and tested by July 1, 2007 and the cutover to the customer must be complete by August 5, 2007. Existing service must remain active until the final cutover. The State of Nebraska is cognizant of a growing demand for bandwidth. The State is interested in identifying a Contractor who will meet the current and future telecommunications needs of eligible participants over the term of the contract. The successful Contractor will provide a cost-effective, scalable, and flexible transport service that will be able to meet the demands of the network participants and it is expected the services would meet any future needs of other eligible participants as deemed appropriate. Bidders shall identify services that are a normal part of their offering without additional fees and optional services that are being offered for an additional fee (i.e., automatic trouble ticket generation, trouble notification, etc). The State requires a complete description of those services and fees to be included in the RFP response.

5. TECHNICAL REQUIREMENTS

The bidder will provide a network design in which:

- Layer 2 QoS tags pass unimpeded through the network
- Layer 2 performance will be adequate to support jitter and low-latency sensitive applications (ie. video over IP)
- IEEE 802.1q VLANs can be established at the request of the Network Nebraska staff or their authorized agent
- Allow participating institutions to manage IP address space and routing

The bidder will also:

- Indicate what layer 2 QoS capabilities the network will honor and support, (i.e. 802.1p queuing)
- Indicate availability of real time performance metrics (i.e. SNMP) access to a State provided list of authorized monitoring stations.
- Articulate the way in which overall cloud utilization will be monitored and under what conditions and within what timeframes upgrades will be implemented to ensure that the purchased bandwidth is available on demand to participants.
- Indicate the timeframe in which requests for virtual networks or layer 2 QoS changes will be honored

6. 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, bidders 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 also result in modification of rates identified in the services offered by the Contractor. These review periods will commence no later than the 27th month (~September 1, 2009) from the effective date of the contract; the 51st month (~September 1, 2011) from the effective date of the contract.

7. SERVICE LEVEL GUARANTEES

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

SPECIFICATIONS

At a minimum circuit availability will be 99.95% or greater as measured over twelve consecutive months (4.38 hours of outage per year).

Mean time to repair (MTTR) a failed transport backbone network element, measured over twelve consecutive months, will be four hours.

End-to-End Network MTTR: 4 hours

The Contractor will acknowledge that the above is a minimal set of assurances for this network.

Following the final system acceptance by the State, the Contractor shall guarantee overall network performance in accordance with RFP mandated requirements. Any outages and/or diminished QoS that are not resolved prior to the expiration of the four-hour MTTR (Mean Time To Repair), shall result in a credit to the State equal to four (4) days credit of service and one (1) day credit of service for each additional hour of outage and/or diminished QoS on the same circuit or network component. Repeated outages and/or diminished QoS on the same circuit or network segment greater than four (4) occurrences per month shall receive a full month credit for that circuit or network segment.

EXAMPLE:

24 hours x 30 days = 720 hours available.

720 x 99.95% = 719.64 hours of up time.

Difference of available and hours of up time: $720 - 719.64 = .36$ hours or 21.6 minutes

Cumulative outage exceeds 21.6 minutes on a circuit, a one (1) day credit is due State for outage and/or diminished QoS after 21.6 minutes.

Outage and/or diminished QoS of 21.7 to 1 hours 21.6 minutes = 1 day service credit; 1 hour 21.7 minutes to 2 hours 21.6 minutes = 2 days, etc.

8. PROJECT PLANNING AND MANAGEMENT

The State of Nebraska acknowledges that project management and implementation procedures will require alignment and adjustment of work processes for the Contractor's organizations, the educational entities, and the State. The alignment will be part of the contract finalization, however the Contractor will respond to this RFP assuming the following responsibilities:

The State of Nebraska and educational entity management staff will:

- Provide overall project direction and management
- Review and approve all project plans and deliverables
- Ensure that technical assistance and support are provided during the Contractor's implementation phases and ongoing upgrade design of this project
- Establish project management guidelines by meeting with the Contractor's project management team as needed
- Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project
- Coordinate other resources as needed to support the implementation process
- Provide on-site assistance, as needed during the implementation phases of the project

The State of Nebraska management staff will assist the Contractor in identifying eligible participants in the network as well as establishing guidelines with the Contractor for ordering, moving, adding or changing services.

The Contractor will coordinate and administer the requirements of the network service(s) that are proposed with any subcontractors and the participants.

- The Contractor will maintain a project management office in the State (preferably at a location that is within one (1) hour access of Lincoln, Nebraska) during the design and cutover phases of this project. The office will be responsible for administrative functions, project design/development and the required installation. The Contractor will maintain toll free lines for voice and facsimile from the State to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of a service disruption. The Contractor will provide information regarding intent to maintain its facilities after project implementation has been completed.
- The Contractor will maintain toll free voice lines for after hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of contact for all services and equipment provided by the contract, including services and equipment subcontracted to another vendor.

- The Contractor will furnish with its proposal technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Contractor will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.
- The technical proposal will include detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be available to the State electronically in a format agreed upon by the Contractor and the State to allow for import into various computer programs.
- The Contractor will provide basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.

9. IMPLEMENTATION PLAN

The Contractor must submit to the State of Nebraska an implementation plan for the deployment of the services, along with proposed pricing schemes that reflect the services to be included in the associated contract resulting from the award of this RFP.

The Contractor will adhere to the implementation plan submitted as a requirement of this RFP for deployment of services.

10. DEPLOYMENT STATUS REPORTS

The Contractor's designated project manager will provide weekly reports of the status of any deployment schedules to the State's designated project manager. Deployment status reports will provide weekly information related to the adherence to the deployment schedule identified in Section 9, identification of issues affecting the deployment schedule, and recommended resolution(s) to any identified barriers to network deployment.

11. BILLING

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

Billings for the High Speed Wide Area Transport in Northeast Nebraska must comply with the following specific requirements:

- a. Eligible participants must file contract orders for equipment or services under this section that specifies the number and location of sites.
- b. The billing to all eligible participants in the region for services under this section must reflect an average cost per site for the entire region, based on the list of participants in Appendix A.
- c. The contractor must bill each entity directly that connects to the statewide network, rather than presenting a consolidated billing to the State of Nebraska.

Any services billed to the State of Nebraska must meet the following requirements.

For the purpose of this section, the following are defined:

Paper Summary Invoice - A paper invoice or bill submitted to the State requesting payment for contracted services.

Electronic Detail File - An electronic file containing detailed information for all individual circuits billed to the State on the paper summary invoice.

The State requires that the billing cycle for all bidder provided services end on the last day of each month, and the next billing cycle shall begin on the day immediately following the preceding billing cycle.

A monthly paper summary invoice must be delivered to the Division of Communications at 501 S.14th Lincoln, NE 68508 within 10 business days after the end of the month. The State also requires that an electronic copy of the paper summary invoice be e-mailed to the Division of Communications each month. At a minimum the invoice must contain the following information:

- Bill Date
- Account Number
- Invoice Number
- Service Period i.e. 01/01/2000 thru 01/31/2000
- Total Federal Universal Service Surcharge and percentage
- Total Nebraska Universal Service Surcharge and percentage
- All Non-Recurring charges to include State order # and/or Contractor trouble ticket # as well as a detailed description of each
- All recurring charges to include; circuit ID, circuit billing number, ASOC/USOC, common language description of service as well as the individual charges for each. Recurring charges must be grouped and itemized by circuit.

The following items must be subtotaled independently:

- All Non-Recurring charges
- All recurring charges

The Bidder must describe any additional information that will appear on their paper summary invoice. The Contractor must also submit with their proposal a paper copy of their proposed paper summary invoice that meets the specifications of this RFP.

All costs must reflect the actual contracted amount. The State will not accept any invoicing, billing, or billing detail that reflects a higher than contracted rate with a percentage discount.

The Contractor must deliver an automated electronic detail file each month with figures that match the paper summary invoice. The electronic file will be used in the State's current rebilling system to generate invoices for State agencies. The file needs to be a data file, not an image of the paper bill in a file. This entire process is automated requiring no manual intervention. Files that require a manual process each month are

not acceptable. Merely sending a CD is not considered automation. Anything that requires State personnel to handle this file each month is not considered automation.

In order to facilitate automation the State will provide a relay server to receive the monthly billing file. This server is accessible via the Internet. The Contractor must utilize this server for transferring monthly billing detail prior to the 12th of each month. For example, by the 12th of January, December's billing detail needs to be sent to the relay server. Prior to "going live", testing this process must be done. The winning bidder will be provided with access, instructions, and a user ID. A record layout must be provided describing the fields contained in your file. Below is an example of what the file must look like:

```

12345678901234024710642ASOCXTHIS IS A CHARGE FOR AN ASOC      005000003
12345678901234024710642ASOCXTHIS IS A CHARGE FOR AN ASOC      005000003
12345678901234024710642ASOCXTHIS IS A CHARGE FOR AN ASOC      005000003
12345678901234024710642ASOCXTHIS IS A CHARGE FOR AN ASOC      005000003
12345678901234024710642ASOCXTHIS IS A CHARGE FOR AN ASOC      005000003
12345678901234024710642ASOCXTHIS IS A CHARGE FOR AN ASOC      005000003

```

Text/alpha fields must be left justified blank padded, numeric fields must be right justified, zero padding is not necessary as long as they are right justified and align. Editing is not desired for dates and amounts (other than a sign for credit amounts). For example, the date 20060119 is preferred over 2006-01-19. For dollar values, 100000 is preferable to 1,000.00. Bidders must provide a detailed record layout to include field descriptions as well as field lengths.

The Bidder must provide a copy of their proposed electronic billing file on compact disk. Bidders must provide this test file along with their proposal in order to be considered. The State will verify that the content of the test file(s) are compatible with the state rebilling system. At minimum the following information must be contained in a record for each individual circuit and/or billable circuit element:

Field	Format
Identifying circuit ID	alphanumeric
Identifying billing #	numeric
ASOC or USOC	alphanumeric
Common language description	alphanumeric
Contracted rate	numeric signed
Quantity	numeric

All costs between the electronic detail file and the paper summary invoice must match exactly. If the paper summary invoice figures and the sums of the call detail file records do not match the entire call detail file and paper summary invoice may be returned to the Contractor for correction. It is imperative that Contractors provide complete and accurate invoicing. Partial payments will not be made on returned invoices regardless of the volume of errors.

In the event that minor infrequent errors exist on invoices the State may at its own discretion elect to receive a credit for such errors. All billing errors must be corrected or credited within (2) billing cycles. Accurate billing, timely invoice delivery, and billing dispute resolutions are required, and repeated failure to meet billing/invoicing requirements will result in penalties that compensate the State for all costs including labor. The State reserves the right to deduct an amount equal to \$150.00 per labor

hour for time spent disputing billing errors and tracking such erroneous invoices and/or credits.

In events where the Contractor does not correct invoices in a timely manner as described above, the State reserves the right to pursue one or more of the following remedies:

- Withholding of payment on disputed invoices.
- “Vendor Performance Report” Filed with Material Division.
- Removing or suspending Contractor from State bidders list.
- Additional legal action as deemed appropriate by the State.

The Contractor may not disconnect any contracted service due to late payment if invoices are in dispute status. The following Nebraska State Statute addresses accurate invoicing by Contractors:

81-2405

Incorrect bill; notice to creditor; corrected bill; payment.

When a bill submitted to an agency is filled out incorrectly or when there is any defect or impropriety in a bill submitted, the agency shall notify the creditor in writing prior to the date on which payment in full is due. The notice shall contain a description of the defect or impropriety and any additional information necessary to enable the creditor to correct the bill. Upon receiving a properly corrected bill, the agency shall make payment in full of the bill on or before the forty-fifth calendar day after the receipt of the corrected bill or, when the agency is making payment for goods or services provided by a third party, on or before the sixtieth calendar day after the receipt of the corrected bill.

Source:

Laws 1988, LB 1079, § 5.

The Contractor must provide a single point of contact for resolution of billing issues. The Bidder’s proposal must include an escalation procedure for unresolved billing disputes.

The State will not pay for charges that do not conform to the above requirements. Call detail that does not conform to these requirements will be returned and the Contractor will be required to resubmit their call detail in the required format.

12. CERTIFICATION

The State requires that the Bidder be certificated by the Nebraska Public Service Commission to provide the services outlined in this Section of this RFP. The Bidders must elaborate on whether they would be willing to file Tariffs with the PSC specific to the network proposed in their bid. The Bidder must elaborate on whether they are willing to accept direct payment for USF and NUSF contributions to their proposed network and whether they are willing to deduct these contributions from the State’s monetary obligations toward a contract resulting from this RFP.

C. COST

The Bidder will clearly identify each offered service (by service type) and be **specific** on all elements, processes, fees, etc. included in the cost. Bid proposals will address the impact of normal growth, as well as planned and unplanned network expansion or service enhancement. All prices shall be proposed on a “per unit” as a recurring or non-recurring basis. All bidder costs must be reflected in either the monthly recurring or non-recurring charges. No additional charges will be accepted. **The State shall not be required to purchase any specific service or minimum quantities of network services.** The quantities provided are for the sole purpose of assisting the Bidders in preparation of their proposals and for the State to evaluate the feasibility of the proposed network solutions. The State shall not be responsible for any cost that is not identified in the Bidders proposal.

1. Network Equipment and Hardware Costs (Non-CPE)

Network equipment and hardware (non-CPE) will be part of and included in the itemized transport circuit costs. Circuit costs will be bundled costs, including all hardware.

2. Installation Costs

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

3. Software, Warranty, and Maintenance Costs

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

Software includes any initial or upgraded software required by each item of equipment proposed for the network to perform as a fully functional, integrated part of the Contractor’s network and associated service rates. The software costs shall include all of the following applicable costs:

- Initial purchase and installation costs.
- Use and licensing fees.
- Software maintenance costs, including upgrades.
- All other costs relative to the network such as acquiring and using the software for the life of the network.
- Costs and procedures related to the transfer of the software from damaged or out of service equipment to new equipment and the reprogramming of the software to place equipment spares into service and to meet changing network needs.

4. Optional Services

It is anticipated the Contractor may wish to offer optional services at an additional fee, i.e., network monitoring, project management, etc. These services will be

identified and described in detail with the appropriate cost per unit (hour, month, circuit, service, etc.) delineated.

5. Total Costs

The Bidder will provide a detail description and list of the transport services being proposed in a table similar to the example reflected below. The monthly costs, installation, and any other charges are to be explicitly stated in order for the State to evaluate the proposed services incorporated in the proposal and the associated charges. The Bidder will define the increment(s) being proposed and the cost of each increment. The State has the option of purchasing any quantity of services in any increment proposed.

APPENDIX B SCHEDULE 1 EXAMPLE:

Service	Qty.	Unit Monthly Recurring Charge	Total Monthly Recurring Charge	Unit Non-Recurring Charge	Total Non-Recurring Charge
45MB Service	4	\$800	\$3,200	\$1,200	\$4,800
10MB Service	1	\$400	\$400	\$700	\$700

In this scenario, the State could purchase 4 - 45 mbps circuit, 1 - 10 mbps circuit, for a Total Monthly Recurring Charge of \$3,600 and a Total Non-Recurring Charge of \$5,500.

6. Cost and Service Offering Reviews During the Contract

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 as specified under item B.6, Technology Refreshment.

7. Proposal Cost Evaluation

The proposal cost will be evaluated based on the monthly recurring costs multiplied by the applicable length of contract in months, not to include extensions, plus the one time non-recurring costs.

2. Section 2 - High Speed Wide Area Transport With Edge Router – Northeast Nebraska

A. PROJECT OVERVIEW

The objective of this section of the RFP is to identify a Contractor or Contractors that will design, develop, and implement high speed data connectivity that will meet the current and future telecommunications needs of eligible participants over the term of the contract. In addition to the wide area network, the contractor(s) will also provide the edge router equipment as a connectivity service. The edge router equipment is outlined below. The successful Contractor will provide a cost-effective, scaleable, and flexible high speed data transport service that can interconnect all entities listed in Appendix A. This RFP is for the first phase of a multi-phase project for connectivity to Network Nebraska. Connectivity may include colleges, universities, state government, political subdivisions and K-12 institutions. The network design of this phase must accommodate

the full implementation of Network Nebraska connections including a Statewide, multi-purpose backbone.

The State will analyze proposals for Phase I sites with an emphasis on cost savings and technical approach. As providers of the service, the State believes that potential providers are in the best position to make this determination and present a proposal to the State. Current network costs are provided to assist contractors in making a logical and cost effective proposal to the State.

Current costs are: \$16,000 - \$18,000 per year per school for video and IP data transport.

The State requires the Contractor to bid a multi-purpose transport connection to interconnect the listed institutions along with the corresponding services that considers present, as well as future, state-of-the-art technologies. The extent to which these segments are included in the network 'cloud' that covers the geography of Northeast Nebraska is important to the economic development goals as defined in the Nebraska Information Technology Commission (NITC) goals in section 1.1(http://www.nitc.state.ne.us/stp/2003/Section_2.pdf)

B. TECHNICAL ELEMENTS

1. CURRENT ENVIRONMENT

The current distance learning environment in Northeast Nebraska is a video service offered by Qwest. It is based on fiber DS3 circuits installed to each location. It is based on JPEG or MPEG2 audio/video technology. The current DS3 is capable of providing two services. The primary service is committed to the support of the JPEG or MPEG2 video transmission consisting of one send and three receive sessions. The K-12 institutions secure Internet access via one or two T1 frame-relay connections multiplexed from the JPEG DS3 or from a Data ATM circuit associated with the MPEG2 video circuit. The frame-relay T1 service or ATM data portions of these circuits provide schools Internet access via an OC3 ATM circuit located at the Peter Kiewit Institute Internet POP in Omaha.

2. PROJECT ENVIRONMENT

Northeast Nebraska consists of approximately 96 K-12 School Districts, 5 ESUs, 2 Community Colleges, 1 State College, as well as multiple University of Nebraska locations. Most of these locations use JPEG or MPEG2 technology for video services and T1 circuits or ATM data circuits for Internet services. In addition to the obsolescence of the JPEG and MPEG technology, many of the contracts for this service are about to expire.

These entities have expressed the need to upgrade their network to an IP network using the latest video standards as defined by the NITC. Funding for much of the equipment upgrade will come from appropriations in the Nebraska law as defined in LB1208.

1. SCOPE OF WORK

The Bidder shall design, develop and implement a high speed, IP based, layer 2, wide area network to interconnect eligible entities as requested. This includes conversion of the current DS3 JPEG network to an IP network. The network interface to the "edge router" must physically be Ethernet with the capability to provide multiple virtual Ethernet interfaces via 802.1Q. The network connections must be a minimum of 40

mbps, with options for 100 mbps or faster, up to and including 1000 mbps, where possible. The conversion will be performed over the summer of 2007 and must be as transparent as possible with completion by August 5th

Entities that select this service expect the “edge router” to be a part of the bundled connectivity service; however they will be purchasing their own video equipment. These entities also expect to have full configuration access and authority on this router equipment. The bidder will need to work closely with these entities, (institutions, Educational Service Units; etc) to ensure that the appropriate network equipment and video equipment delivery is coordinated and ready for installation at the time the network conversion takes place.

2. PROJECT REQUIREMENTS

The K-12 schools that require this service must be converted between July 1st 2007 and August 5th, 2007. The circuits must be installed and tested by July 1st, 2007 and the cutover to the customer must be complete by August 5th. Existing service must remain active until the final cutover. The State of Nebraska is cognizant of a growing demand for bandwidth. The State is interested in identifying a Contractor who will meet the current and future telecommunications needs of eligible participants over the term of the contract. The successful Contractor will provide a cost-effective, scaleable, and flexible transport service that will be able to meet the demands of the network participants and it is expected the services would meet any future needs of other eligible participants as deemed appropriate. This service shall also include the cost of providing an “edge router” at these locations. Bidders must identify services that are a normal part of their offering without additional fees and optional services that are being offered for an additional fee (i.e., automatic trouble ticket generation, trouble notification, etc). The State requires a complete description of those services and fees to be included in the RFP response.

3. TECHNICAL REQUIREMENTS

The Bidder will provide a network design in which:

- Layer 2 QoS tags pass unimpeded through the network
- Layer 2 performance will be adequate to support jitter and low-latency sensitive applications (ie. video over IP)
- IEEE 802.1q VLANs can be established at the request of the Network Nebraska staff or their authorized agent
- Network Nebraska and/or eligible participants will manage the IP addressing and IP routing in a cooperative fashion.

The Bidder will also:

- Indicate what layer 2 QoS capabilities the network will honor and support, (i.e. 802.1p queuing)
- Indicate availability of real time performance metrics (i.e. SNMP) access to a State provided list of authorized monitoring stations.
- Articulate the way in which overall cloud utilization will be monitored and under what conditions and within what timeframes upgrades will be implemented to ensure that the purchased bandwidth is available on demand to participants.
- Indicate the timeframe in which requests for virtual networks or layer 2 QoS changes will be honored

To account for schools who wish to deploy more services and utilize more bandwidth as compared to schools that do not, vendors shall respond with two different deployment standards. One standard with a “high bandwidth edge router” and one with a “low bandwidth edge router”. Multiple bids from the prospective contractor may include various brands of edge routers. Any proposed router must meet ALL of the required features below. This router must be provided with the expectation that the configuration and management will be provided by the school or someone acting on behalf of the school.

Router specifications for the High Speed Transport with Edge Router Service are as follows:

Required Features:

High Bandwidth Edge Device Router:

Capable of transferring a full DS3 (45MB) at wire speed
DRAM 256MB Minimum and upgradeable to at least 1GB
Flash 64MB
Onboard Dual 10/100/1000 Ethernet interfaces
Modular Chassis
4 port 10/100 Ethernet switch module
Modular acceptance of T1’s, DS3’s and ADSL
Support IEEE 802.1Q Tagging, 802.1X, NAT, QoS, SSH, SNMP, H323, SIP, IPV4, IPV6, DHCP/BOOTP, Routing Protocols and Policy Routing
Stateful Firewall, IPSEC and VPN capability
Perform Configuration Backup and have a Web Based User Interface

Required Features:

Low Bandwidth Edge Device Router:

Capable of transferring half of a DS3 (~20Mb) at wire speed
DRAM 256MB Minimum and upgradeable to at least 1GB
Flash 64MB
Onboard Dual 10/100/1000 Ethernet interfaces
Modular Chassis
4 port 10/100 Ethernet switch module
Modular acceptance of T1’s, DS3’s and ADSL
Support IEEE 802.1Q Tagging, 802.1X, NAT, QoS, SSH, SNMP, H323, SIP, IPV4, IPV6, DHCP/BOOTP, Routing Protocols and Policy Routing
Stateful Firewall, IPSEC and VPN capability
Perform Configuration Backup and have a Web Based User Interface

In Addition to above specifications, the bullets below must also be adhered to:

- 32 hours of on-site router training occurring at one location.
- 4 hour, 7 days a week on-site response for hardware maintenance for the life of the contract.
- Software operating system upgrades for the life of the contract.
- Equipment bid shall be new, current models manufactured with 100% new OEM parts.
- The models being offered are in current production as of the date of the award. For purpose of this contract “current production” shall mean that the router model is being manufactured as new equipment for the United States market.
- Refurbished equipment is not acceptable.

- All equipment ordered as stated in the RFP must be shipped fully configured with the required memory, modules, and most current, stable operating system.

4. 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, bidders 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 also result in modification of rates identified in the services offered by the Contractor. These review periods will commence no later than the 27th month (~September 1, 2009) from the effective date of the contract; the 51st month (~September 1, 2011) from the effective date of the contract.

5. SERVICE LEVEL GUARANTEES

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

SPECIFICATIONS

At a minimum circuit availability will be 99.95% or greater as measured over twelve consecutive months (4.38 hours of outage per year).

Mean time to repair (MTTR) a failed transport backbone network element, measured over twelve consecutive months, will be four hours.

End-to-End Network MTTR: 4 hours

The Contractor will acknowledge that the above is a minimal set of assurances for this network.

Following the final system acceptance by the State, the Contractor shall guarantee overall network performance in accordance with RFP mandated requirements. Any outages and/or diminished QoS that are not resolved prior to the expiration of the four-hour MTTR (Mean Time To Repair), shall result in a credit to the State equal to four (4) days credit of service and one (1) day credit of service for each additional hour of outage and/or diminished QoS on the same circuit or network component. Repeated outages and/or diminished QoS on the same circuit or network segment greater than four (4) occurrences per month shall receive a full month credit for that circuit or network segment.

EXAMPLE:

24 hours x 30 days = 720 hours available.

720 x 99.95% = 719.64 hours of up time.

Difference of available and hours of up time: $720 - 719.64 = .36$ hours or 21.6 minutes

Cumulative outage exceeds 21.6 minutes on a circuit, a one (1) day credit is due State for outage and/or diminished QoS after 21.6 minutes.

Outage and/or diminished QoS of 21.7 to 1 hours 21.6 minutes = 1 day service credit; 1 hour 21.7 minutes to 2 hours 21.6 minutes = 2 days, etc.

6. PROJECT PLANNING AND MANAGEMENT

The State of Nebraska acknowledges that project management and implementation procedures will require alignment and adjustment of work processes for the Contractor's organizations, the educational entities, and the State. The alignment will be part of the contract finalization, however the Contractor will respond to this RFP assuming the following responsibilities:

The State of Nebraska and educational entity management staff will:

- Provide overall project direction and management
- Review and approve all project plans and deliverables
- Ensure that technical assistance and support are provided during the Contractor's implementation phases and ongoing upgrade design of this project
- Establish project management guidelines by meeting with the Contractor's project management team as needed
- Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project
- Coordinate other resources as needed to support the implementation process
- Provide on-site assistance, as needed during the implementation phases of the project

The State of Nebraska management staff will assist the Contractor in identifying eligible participants in the network as well as establishing guidelines with the Contractor for ordering, moving, adding or changing services.

The Contractor will coordinate and administer the requirements of the network service(s) that are proposed with any subcontractors and the participants.

- The Contractor will maintain a project management office in the State (preferably at a location that is within one (1) hour access of Lincoln, Nebraska) during the design and cutover phases of this project. The office will be responsible for administrative functions, project design/development and the required installation. The Contractor will maintain toll free lines for voice and facsimile from the State to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of a service disruption. The Contractor will provide information regarding intent to maintain its facilities after project implementation has been completed.
- The Contractor will maintain toll free voice lines for after hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of contact for all services and equipment provided by the contract, including services and equipment subcontracted to another vendor.
- The Contractor will furnish with its proposal technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Contractor will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.
- One point of technical contact for services and equipment
- The technical proposal will include detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be available to the State electronically in a format agreed upon by the Contractor and the State to allow for import into various computer programs.
- The Contractor will provide basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.

7. IMPLEMENTATION PLAN

The Contractor will submit to the State of Nebraska an implementation plan for the deployment of the services, along with proposed pricing schemes that reflect the services to be included in the associated contract resulting from the award of this RFP.

The Contractor will adhere to the implementation plan submitted as a requirement of this RFP for deployment of services.

8. DEPLOYMENT STATUS REPORTS

The Contractor's designated project manager will provide weekly reports of the status of any deployment schedules to the State's designated project manager. Deployment status reports will provide weekly information related to the adherence to the deployment schedule identified in Section 9, identification of issues affecting the deployment schedule, and recommended resolution(s) to any identified barriers to network deployment.

9. BILLING

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

Billings for the High Speed Wide Area Transport with Edge Router in Northeast Nebraska must comply with the following specific requirements:

- d. Eligible participants must file contract orders for equipment or services under this section that specifies the number and location of sites.
- e. The billing to all eligible participants in the region for services under this section must reflect an average cost per site for the entire region, based on the list of participants in Appendix C.
- f. The contractor must bill each entity directly that connects to the statewide network, rather than presenting a consolidated billing to the State of Nebraska.

Any services billed to the State of Nebraska must meet the following requirements.

For the purpose of this section, the following are defined:

Paper Summary Invoice - A paper invoice or bill submitted to the State requesting payment for contracted services.

Electronic Detail File - An electronic file containing detailed information for all individual circuits billed to the State on the paper summary invoice.

The State requires that the billing cycle for all bidder provided services end on the last day of each month, and the next billing cycle shall begin on the day immediately following the preceding billing cycle.

A monthly paper summary invoice must be delivered to the Division of Communications at 501 S.14th Lincoln, NE 68508 within 10 business days after the end of the month. The State also requires that an electronic copy of the paper summary invoice be e-mailed to the Division of Communications each month. At a minimum the invoice must contain the following information:

- Bill Date
- Account Number
- Invoice Number
- Service Period i.e. 01/01/2000 thru 01/31/2000
- Total Federal Universal Service Surcharge and percentage
- Total Nebraska Universal Service Surcharge and percentage
- All Non-Recurring charges to include State order # and/or Contractor trouble ticket # as well as a detailed description of each
- All recurring charges to include; circuit ID, circuit billing number, ASOC/USOC, common language description of service as well as the individual charges for each. Recurring charges must be grouped and itemized by circuit.

The following items must be subtotaled independently:

- All Non-Recurring charges
- All recurring charges

The Bidder must describe any additional information that will appear on their paper summary invoice. The Contractor must also submit with their proposal a paper copy of their proposed paper summary invoice that meets the specifications of this RFP.

All costs must reflect the actual contracted amount. The State will not accept any invoicing, billing, or billing detail that reflects a higher than contracted rate with a percentage discount.

The Contractor must deliver an automated electronic detail file each month with figures that match the paper summary invoice. The electronic file will be used in the State's current rebilling system to generate invoices for State agencies. The file needs to be a data file, not an image of the paper bill in a file. This entire process is automated requiring no manual intervention. Files that require a manual process each month are not acceptable. Merely sending a CD is not considered automation. Anything that requires State personnel to handle this file each month is not considered automation.

In order to facilitate automation the State will provide a relay server to receive the monthly billing file. This server is accessible via the Internet. The Contractor must utilize this server for transferring monthly billing detail prior to the 12th of each month. For example, by the 12th of January, December's billing detail needs to be sent to the relay server. Prior to "going live", testing this process must be done. The winning bidder will be provided with access, instructions, and a user ID. A record layout must be provided describing the fields contained in your file. Below is an example of what the file must look like:

```
12345678901234024710642ASOCXTHIS IS A CHARGE FOR AN ASOC 005000003
12345678901234024710642ASOCXTHIS IS A CHARGE FOR AN ASOC 005000003
12345678901234024710642ASOCXTHIS IS A CHARGE FOR AN ASOC 005000003
12345678901234024710642ASOCXTHIS IS A CHARGE FOR AN ASOC 005000003
12345678901234024710642ASOCXTHIS IS A CHARGE FOR AN ASOC 005000003
12345678901234024710642ASOCXTHIS IS A CHARGE FOR AN ASOC 005000003
```

Text/alpha fields must be left justified blank padded, numeric fields must be right justified, zero padding is not necessary as long as they are right justified and align. Editing is not desired for dates and amounts (other than a sign for credit amounts). For example, the date 20060119 is preferred over 2006-01-19. For dollar values, 100000 is preferable to 1,000.00. Bidders must provide a detailed record layout to include field descriptions as well as field lengths.

The Bidder must provide a copy of their proposed electronic billing file on compact disk. Bidders must provide this test file along with their proposal in order to be considered. The State will verify that the content of the test file(s) are compatible with the state rebilling system. At minimum the following information must be contained in a record for each individual circuit and/or billable circuit element:

Field	Format
Identifying circuit ID	alphanumeric

Identifying billing #	numeric
ASOC or USOC	alphanumeric
Common language description	alphanumeric
Contracted rate	numeric signed
Quantity	numeric

All costs between the electronic detail file and the paper summary invoice must match exactly. If the paper summary invoice figures and the sums of the call detail file records do not match the entire call detail file and paper summary invoice may be returned to the Contractor for correction. It is imperative that Contractors provide complete and accurate invoicing. Partial payments will not be made on returned invoices regardless of the volume of errors.

In the event that minor infrequent errors exist on invoices the State may at its own discretion elect to receive a credit for such errors. All billing errors must be corrected or credited within (2) billing cycles. Accurate billing, timely invoice delivery, and billing dispute resolutions are required, and repeated failure to meet billing/invoicing requirements will result in penalties that compensate the State for all costs including labor. The State reserves the right to deduct an amount equal to \$150.00 per labor hour for time spent disputing billing errors and tracking such erroneous invoices and/or credits.

In events where the Contractor does not correct invoices in a timely manner as described above, the State reserves the right to pursue one or more of the following remedies:

- Withholding of payment on disputed invoices.
- "Vendor Performance Report" Filed with Material Division.
- Removing or suspending Contractor from State bidders list.
- Additional legal action as deemed appropriate by the State.

The Contractor may not disconnect any contracted service due to late payment if invoices are in dispute status. The following Nebraska State Statute addresses accurate invoicing by Contractors:

81-2405

Incorrect bill; notice to creditor; corrected bill; payment.

When a bill submitted to an agency is filled out incorrectly or when there is any defect or impropriety in a bill submitted, the agency shall notify the creditor in writing prior to the date on which payment in full is due. The notice shall contain a description of the defect or impropriety and any additional information necessary to enable the creditor to correct the bill. Upon receiving a properly corrected bill, the agency shall make payment in full of the bill on or before the forty-fifth calendar day after the receipt of the corrected bill or, when the agency is making payment for goods or services provided by a third party, on or before the sixtieth calendar day after the receipt of the corrected bill.

Source:

Laws 1988, LB 1079, § 5.

The Contractor must provide a single point of contact for resolution of billing issues. The Bidder's proposal must include an escalation procedure for unresolved billing disputes.

The State will not pay for charges that do not conform to the above requirements. Call detail that does not conform to these requirements will be returned and the Contractor will be required to resubmit their call detail in the required format.

10. CERTIFICATION

The State requires that the Bidder be certificated by the Nebraska Public Service Commission to provide the services outlined in this Section of this RFP. The Bidders must elaborate on whether they would be willing to file Tariffs with the PSC specific to the network proposed in their bid. The Bidder must elaborate on whether they are willing to accept direct payment for USF and NUSF contributions to their proposed network and whether they are willing to deduct these contributions from the State's monetary obligations toward a contract resulting from this RFP.

C. COST

The Bidder will clearly identify each offered service (by service type) and be **specific** on all elements, processes, fees, etc. included in the cost. Bid proposals will address the impact of normal growth, as well as planned and unplanned network expansion or service enhancement. All prices shall be proposed on a "per unit" as a recurring or non-recurring basis. All bidder costs must be reflected in either the monthly recurring or non-recurring charges. No additional charges will be accepted. **The State shall not be required to purchase any specific service or minimum quantities of network services.** The quantities provided are for the sole purpose of assisting the Bidders in preparation of their proposals and for the State to evaluate the feasibility of the proposed network solutions. The State shall not be responsible for any cost that is not identified in the Bidders proposal.

1. Network Equipment and Hardware Costs (Non-CPE)

Network equipment and hardware (non-CPE) will be part of and included in the itemized transport circuit costs. Circuit costs will be bundled costs, including all hardware.

2. Installation Costs

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

3. Software, Warranty, and Maintenance Costs

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

Software includes any initial or upgraded software required by each item of equipment proposed for the network to perform as a fully functional, integrated part

of the Contractor's network and associated service rates. The software costs shall include all of the following applicable costs:

- Initial purchase and installation costs.
- Use and licensing fees.
- Software maintenance costs, including upgrades.
- All other costs relative to the network such as acquiring and using the software for the life of the network.
- Costs and procedures related to the transfer of the software from damaged or out of service equipment to new equipment and the reprogramming of the software to place equipment spares into service and to meet changing network needs.

4. Optional Services

It is anticipated the Contractor may wish to offer optional services at an additional fee, i.e., network monitoring, project management, etc. These services will be identified and described in detail with the appropriate cost per unit (hour, month, circuit, service, etc.) delineated.

5. Total Costs

The Bidder will provide a detail description and list of the transport services being proposed in a table similar to the example reflected below. The monthly costs, installation, and any other charges are to be explicitly stated in order for the State to evaluate the proposed services incorporated in the proposal and the associated charges. The Bidder will define the increment(s) being proposed and the cost of each increment. The State has the option of purchasing any quantity of services in any increment proposed. Additionally, the vendor will identify the edge device being bid by manufacturer, model and software operating system (including version).

APPENDIX B SCHEDULE 2 EXAMPLE:

Service with Brand A High Bandwidth	Qty.	Unit Monthly	Total Monthly	Unit	Total	24x7 4 Hour Mtc.	32 Hrs./On-Site Single Location
		Recurring Charge	Recurring Charge	Non-Recurring Charge	Non-Recurring Charge	Monthly Charge Per Device	Training Charge(if applicable)
45MB Service with Router XYZ 6300 series	5	\$1,200	\$6,000	\$1,000	\$5,000	\$35	
100MB Service with Router XYZ 6300 series	2	\$1,400	\$2,800	\$1,300	\$2,600	\$35	
Service with Brand A Low Bandwidth							

20MB Service with XYZ Switch 2300 Series	1	\$900	\$900	\$1,200	\$1,200	\$30	
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In this scenario, the State could determine that XYZ 6300 series router and Brand XYZ 2300 series switch are the brands selected. Five 45 mbps services, two 100 mbps services and one 20 mbps service would have a one time installation cost of \$8,800.00 and a monthly fee of \$9,700.00.

6. Cost and Service Offering Reviews During the Contract

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 as specified under item B.6, Technology Refreshment.

7. Training

Training must consist of 32 hours of on-site sessions at a single pre-appointed location for any representatives of the participating entities of Northeast Nebraska.

8. Proposal Cost Evaluation

The proposal cost will be evaluated based on the monthly recurring costs and 24x7 4 hour maintenance monthly charge per device, multiplied by the applicable length of contract in months, not to include extensions, plus the one time non-recurring costs and the one time 32 hour on-site, single location training charge.

3. Section 3 – Commodity Network Equipment

A. PROJECT OVERVIEW

The objective of this section of the RFP is to identify a Contractor or Contractors that will prepare and submit proposals for consideration by the State of Nebraska for up to 800 routers/switches over the life of the contract. Quantities stated are estimated only and shall not be construed to be either a minimum or a maximum. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract with no minimum order requirements. This consists of possible orders/purchases from eligible entities, i.e., State of Nebraska, University of Nebraska, NET, Nebraska State Colleges, Community Colleges, political subdivisions and Educational (K-12) needs. In addition, any municipal, county, state, or political subdivision operating within Nebraska may also purchase off of this State contract.

This section provides prospective vendors with information to enable them to prepare and submit proposals for consideration. The “edge router” equipment standard selected in section 2 will be declared the State standard for edge routers and will be selected for this Section. ONLY the specific equipment selected in Section 2 will be considered for the commodity portion of the bid. For that reason, contractors are encouraged to bid multiple optional router modules.

The Bidder may bid on a 5 year lease, outright purchase, or both. Award for lease and outright purchase may be awarded to individual vendors or both may be awarded to a single vendor, dependant on the best interests of the State.

B. TECHNICAL ELEMENTS

Router Specifications for the Edge Network Equipment is as follows:

Required Features:

Core Router:

Capable of transferring 100MB or greater at wire speed
DRAM 512MB Minimum and upgradeable to at least 2GB
Flash 64MB
Onboard Dual 10/100/1000 Ethernet interfaces
Modular 6 Slot Chassis
4 port 100/1000 Ethernet switch module
Modular acceptance of T1's, DS3's, OC3's and GigE
Support IEEE 802.1Q Tagging, 802.1X, NAT, QoS, SSH, SNMP, H323, SIP, IPV4, IPV6, DHCP/BOOTP, Routing Protocols and Policy Routing
Stateful Firewall, IPSEC and VPN capability
Perform Configuration Backup and have a Web Based User Interface
Redundant Power Supplies

Required Features:

High Bandwidth Edge Device Router:

Capable of transferring a full DS3 (45MB) at wire speed
DRAM 256MB Minimum and upgradeable to at least 1GB
Flash 64MB
Onboard Dual 10/100/1000 Ethernet interfaces
Modular Chassis
Modular acceptance of T1's, DS3's and ADSL
Support IEEE 802.1Q Tagging, 802.1X, NAT, QoS, SSH, SNMP, H323, SIP, IPV4, IPV6, DHCP/BOOTP, Routing Protocols and Policy Routing
Stateful Firewall, IPSEC and VPN capability
Perform Configuration Backup and have a Web Based User Interface

Required Features:

Low Bandwidth Edge Device Router:

Capable of transferring half of a DS3 (~20Mb) at wire speed
DRAM 256MB Minimum and upgradeable to at least 1GB
Flash 64MB
Onboard Dual 10/100/1000 Ethernet interfaces
Modular Chassis
Modular acceptance of T1's, DS3's and ADSL
Support IEEE 802.1Q Tagging, NAT, QoS, SSH, SNMP, H323, SIP, IPV4, IPV6, DHCP/BOOTP, Routing Protocols and Policy Routing
Stateful Firewall, IPSEC and VPN capability
Perform Configuration Backup and have a Web Based User Interface

Optional Router Modules:

4 port 10/100 Ethernet switch module
T1 Integrated Module
DS3 ATM Module

DS3 Channelized Module
DS3 Clear Channel Module
ADSL Integrated Module

Required Features:

High Density Switch:

Layer 3 Capable

48 Ethernet 10/100 ports and 2 Small Form-Factor Pluggable (SFP)-based Gigabit Ethernet ports

Support IPV4, Routing protocols, IEEE 802.1Q Tagging, 802.1X, DHCP, QOS, ACL's and SNMP

Remotely Manageable

Required Features:

Low Density Switch:

Layer 3 Capable

24 Ethernet 10/100 ports and 2 Small Form-Factor Pluggable (SFP)-based Gigabit Ethernet ports

Support IPV4, Routing protocols, IEEE 802.1Q Tagging, 802.1X, DHCP, QoS, ACL's, and SNMP

Remotely Manageable

In Addition to above specifications, the bullets below must also be adhered to:

- 32 hours of on-site router training occurring at one pre-appointed location..
- 4 hour, 7 days a week on-site response for hardware maintenance for the life of the contract.
- Software operating system upgrades for the life of the contract.
- Equipment bid shall be new, current models manufactured with 100% new OEM parts.
- The models being offered are in current production as of the date of the award. For purpose of this contract "current production" shall mean that the router model is being manufactured as new equipment for the United States market.
- Refurbished equipment is not acceptable.
- All equipment ordered as stated in the RFP must be shipped fully configured with the required memory, modules, and most current, stable operating system.

Optional Network Equipment:

To help with the overall security and management of the network, the potential contractor optionally may bid any security appliance or network management and/or monitoring device they see fit for use by a network of this size. These devices DO NOT have to be the same brand as Section 2. This is an optional bid that has no bearing or weight on the router/switch commodity that will be selected.

1. TECHNOLOGY REFRESHMENT CLAUSE

The State and the Contractor will work in partnership to ensure the products 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, bidders shall identify and define any pertinent new products 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 product offerings and pricing. These reviews may result in expanding the products offered by the Contractor to include new pricing elements or pricing modifications associated with improved economies of scale and/or technological innovations. Changes in the industry related to regulation and/or pricing mechanisms may also result in modification of rates identified in the services offered by the Contractor. These review periods will commence no later than the 27th month (~September 1, 2009) from the effective date of the contract; the 51st month (~September 1, 2011) from the effective date of the contract.

PRODUCT REVISIONS/ADDITIONS

In the event any item is discontinued and replaced with an updated product, the State reserves the right to amend this contract to include the new product. The State of Nebraska also reserves the right to add products in response to agency needs. Updated products and newly added products pricing shall be established by a discount the same as or better than what was originally used for quoting items in the original RFP.

2. BILLING

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

Billings for commodity network equipment must comply with the following specific requirements:

- g. Eligible participants must file contract orders for equipment or services under this section.
- h. The contractor must bill each entity directly that orders equipment or services under this section.

C. COST

The Bidder will clearly identify each offered network equipment commodity. For leased network equipment all prices shall be proposed on a "per unit" as a recurring monthly charge. All bidder costs must be reflected in the monthly recurring charges. For outright purchase of network equipment all prices shall be proposed on a "per unit" purchase price. All bidder costs must be reflected in a purchase price. For leased network equipment and outright purchase of network equipment all bidders must additionally give "per unit" costs for 24X7, 4 hour maintenance. **The State shall not be required to purchase any specific service or minimum quantities of network equipment.** The quantities provided under item 3 section 3 Commodity Network Equipment, A. Project Overview are for the sole purpose of assisting the Bidders in preparation of their proposals and for the State to evaluate the feasibility of the proposed

network solutions. The State shall not be responsible for any cost that is not identified in the Bidders proposal.

(1) Proposal Cost Evaluation

The proposal cost for leased network equipment will be evaluated based on the monthly recurring charge per device for a 5 year period, plus 5 years of 24x7, 4 hour maintenance monthly charge per device and the one time 32 hour on-site, single location training charge.

The proposal cost for outright purchase of network equipment will be evaluated based on the unit purchase price per device, plus 5 years of 24x7, 4 hour maintenance monthly charge per device and the one time 32 hour on-site, single location training charge.

The State reserves the right to purchase or lease the network equipment with or without 24x7 4 hour maintenance which ever is in the best interest of the State.

APPENDIX B SCHEDULE 3 EXAMPLE

Leased Router/Switch Pricing Example

Router/Switch(Version, Model, etc..)	Qty.	Brand	Unit Monthly Recurring Charge	Total Monthly Recurring Charge	24x7 4 Hour Mtc. Monthly Charge Per Device	32 Hrs./On-Site Single Location Training Charge(if applicable)
Router XYZ Series 6300	95	XYZ	\$74	\$7,030	\$30	\$0
Switch XYZ Series 2300	95	XYZ	\$45	\$4,275	\$20	\$0

Outright Purchase Router/Switch Pricing Example

Router/Switch(Version, Model etc..)	Qty.	Brand	Unit Purchase Price	Total Purchase Price	24x7 4 Hour Mtc. Monthly Charge Per Device	32 Hrs./On-Site Single Location Training Charge(if applicable)
Router XYZ Series 6300	5	XYZ	\$1,200	\$6,000	\$35	\$500
Switch XYZ Series 2300	3	XYZ	\$800	\$2,400	\$22	\$500

Optional Network Equipment Pricing Example

Network Equipment(Version, Model etc..)	Qty.	Brief Description	Unit Purchase Price	Total Purchase Price	Yearly Hardware Mtc. if applicable	Yearly Software Mtc. if applicable
IPS/IDS Brand XYZ Model 2200	3	Intrusion Prevention for 5000 concurrent sessions	\$45,000	\$135,000	\$1,200	\$1,000
Network Management Software Brand ABC	1	Manage remote routes/switches, graph interfaces for 25,000 nodes	\$30,000	\$30,000	\$1,000	\$1,000

Appendix B Schedule 3 Examples

In the lease scenario, the State could determine that brand XYZ 6300 series router and brand XYZ 2300 series switch are the brands selected. 95 XYZ 6300 routers and 95 XYZ 2300 switches would have a lease cost of \$11,305 a month. Monthly Maintenance would cost \$4,750. Training was free.

In the outright purchase scenario, the State could determine that brand XYZ 6300 series router and brand XYZ 2300 series switch are the brands selected. 5 XYZ 6300 routers and 3 XYZ 2300 switches would have one time cost of \$8,400. Monthly Maintenance would cost \$241. Training costs would be \$1000.

4. Section 4 – Internet Service - Omaha

A. PROJECT OVERVIEW

The objective of this Section of the RFP is to identify a Contractor or Contractors that will provide Internet network services in Omaha Nebraska. This Internet service will be in support of K-12 e-rate eligible institutions. The “service” must be provided at the Network Nebraska site in room 166 of the Peter Kiewit Institute at 68th and Center.

The State will analyze proposals for Internet Services with an emphasis on cost savings and technical approach. As providers of the service, the State believes that potential providers are in the best position to make this determination and present a proposal to the State. Current service costs are provided to assist contractors in making a logical and cost effective proposal to the State.

Current costs are: \$50 - \$60 per meg delivered.

B. TECHNICAL ELEMENTS

1. CURRENT ENVIRONMENT

The current Internet Service is provided by Level 3 Communications. The K-12 portion is currently 30-50 meg and has seen considerable growth, which is expected to continue. The current connection which supports higher education and K-12, is provided over an OC3 connection. K-12 Internet access is provided over T1 connections to the school as part of the JPEG environment. Most of this Internet service is managed at the Educational Service Unit or Network Consortium level.

2. PROJECT ENVIRONMENT

The K-12 schools in Northeast Nebraska, other K-12 schools, Educational Services Units and K-12 Network Consortiums have authorized the State of Nebraska to solicit bids for commodity Internet services. Many of these entities will be moving to a new network platform involving high bandwidth IP networking capabilities. Network Nebraska will no longer provide E-rate funded Internet Service to the K-12 community. However, this Internet Service will still be aggregated at the Network Nebraska locations.

In support of K-12 connectivity in Omaha Nebraska, the State requires the Internet usage to be between 35 and 100 meg. Although the Network platform is changing, the State requires the connection topology to remain consistent.

The State requires to have connections to multiple Vendors to meet our total Internet needs.

3. SCOPE OF WORK

The Bidder shall provide a flexible, reliable, cost effective connection to the commodity Internet (Internet 1). The vendor will need to provide 35 – 100 meg of Internet at the Network Nebraska location in Omaha. The final amount of capacity to be purchased will be decided prior to contract signing. The Internet Service must be available on July 1st 2007.

4. PROJECT REQUIREMENTS

The Schools purchasing this service must be converted to the new service by July 1st, 2007, with all IP addresses routing throughout the Internet. The conversion from the current Internet Service Provider should be as transparent as possible. The State of Nebraska is cognizant of a growing demand for bandwidth. The State is interested in identifying a Contractor who will meet the current and future telecommunications needs of eligible participants over the term of the contract. The successful Contractor will provide a cost-effective, scalable, and flexible transport service that will be able to meet the demands of the network participants and it is expected the services would meet any future needs of other eligible participants as deemed appropriate. Bidders should identify services that are a normal part of their offering without additional fees and optional services that are being offered for an additional fee (i.e., automatic trouble ticket generation, trouble notification, etc). The State requires a complete description of those services and fees to be included in the RFP response.

5. TECHNICAL REQUIREMENTS

- The Vendor shall provide a physical connection with greater capacity than the amount supplied in order to provide for the expected growth. For example, an OC3 connection or gigabit connection would allow for the expected growth over the next year or more.
- The Vendor shall provide the ability to make small incremental bandwidth increases within two business days.
- All connections must be "full duplex" in nature, and to the limit allowed by the technology of the proposed circuit, the entire capacity of the physical circuit must be available unless otherwise indicated.
- Anticipated acceptable physical circuits are OC-3, OC-12, Fast Ethernet, Gigabit Ethernet, but other options will be considered. Ethernet options will have a preference.
- For the duration of the contract, the Vendor must maintain adequate internet capacity within their network(s) to meet the capacity obligations of this RFP.
- If the circuit provided by the vendor has any redundant characteristics that will help reduce the exposure to equipment or circuit failure, please provide an overview of the redundant capabilities
- Although we will not dictate how maintenance and service is provided, it is required that the Vendor assume all responsibility for the maintenance and overall operation of the Vendor supplied equipment and services, including those provided by subcontractors. Vendor access to required Network Nebraska locations will be made available on a 7x24x365 basis.
- The Vendor will monitor and maintain relevant circuits and equipment related to this service on a 7x24x365 basis.
- The Vendor will respond to any outages or interruptions in service within one (1) hour of a detected or reported problem.
- Spare Vendor supplied equipment must be available in a reasonable time period in case of an equipment failure. Equipment maintenance contracts specifying overnight or next day replacement for failed parts is unacceptable.
- When planned network maintenance activities are conducted by the Vendor which runs the risk of interrupting or diminishing service, the Network Nebraska Network Operation Center(s) must be notified of the event at least three (3) business days in advance. Additionally, the Vendor agrees to work with the entities to find an alternate date or time for the maintenance if the proposed time(s) would be

- particularly harmful.
- If the Vendor is not considered a “Tier 1” provider, please provide information related to the upstream service providers.
 - The vendor shall provide one or more network maps showing how the traffic will flow across the Vendor’s backbone.
 - The K-12 schools various IP address class sizes. By responding to this proposal, you understand and agree that you are willing to route these addresses.
 - Network Nebraska will maintain a complete set of Internet routing tables. The respondent agrees to provide that information to our routers through BGP routing.
 - If requested by the entities, the Vendor agrees to restrict the set of addresses that can communicate to the through this path. For example, to help balance traffic, we may request that the Vendor only route “Vendor owned” addresses through this link.
 - If the Vendor in any way restricts or filters sites or content, such restrictions and filters need to be documented in your response. Note, however, that this section is not intended to prevent any Internet Service Provider (ISP) from limiting traffic from a site causing harm to the Internet or any of its customers.
 - The respondent is encouraged to supply any additional information (charts, graphs, testimonials, reviews, comparisons of your company to others in the industry, traffic statistics, etc.) that would be of use in determining both the quality of the company, and the quality of the Vendor's connections and services.

6. 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, bidders 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 also result in modification of rates identified in the services offered by the Contractor. These review periods will commence no later than the 24th month (~June 1, 2009) from the effective date of the contract; the 36th month (~June 1, 2010) from the effective date of the contract.

7. SERVICE LEVEL GUARANTEES

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

necessary staff to assist the State in its installation and maintenance of critical network services. The Contractor will provide an explanation of any redundancy that is available as part of the proposed system that will assure the required availability of the services. The following performance specifications are required service level guarantees. The Contractor will conform to these service level agreements, which are to include details concerning restoration procedures and goals, escalation procedures, and non-conformance penalties.

SPECIFICATIONS

At a minimum Internet and circuit availability will be 99.95% or greater as measured over twelve consecutive months (4.38 hours of outage per year).

Mean time to repair (MTTR) a failed transport backbone network element, measured over twelve consecutive months, will be four hours.

End-to-End Network MTTR: 4 hours

Following the final system acceptance by the State, the Contractor shall guarantee overall network performance in accordance with RFP mandated requirements. Any outages and/or diminished QoS that are not resolved prior to the expiration of the four-hour MTTR (Mean Time To Repair), shall result in a credit to the State equal to four (4) days credit of service and one (1) day credit of service for each additional hour of outage and/or diminished QoS on the same circuit or network component. Repeated outages and/or diminished QoS on the same circuit or network segment greater than four (4) occurrences per month shall receive a full month credit for that circuit or network segment.

EXAMPLE:

24 hours x 30 days = 720 hours available.

720 x 99.95% = 719.64 hours of up time.

Difference of available and hours of up time: $720 - 719.64 = .36$ hours or 21.6 minutes

Cumulative outage exceeds 21.6 minutes on a circuit, a one (1) day credit is due State for outage and/or diminished QoS after 21.6 minutes.

Outage and/or diminished QoS of 21.7 to 1 hours 21.6 minutes = 1 day service credit; 1 hour 21.7 minutes to 2 hours 21.6 minutes = 2 days, etc.

8. PROJECT PLANNING AND MANAGEMENT

The State of Nebraska acknowledges that project management and implementation procedures will require alignment and adjustment of work processes for the Contractor's organizations, the educational entities, and the State. The alignment will be part of the contract finalization, however the Contractor will respond to this RFP assuming the following responsibilities:

The State of Nebraska and educational entity management staff will:

- Provide overall project direction and management
- Review and approve all project plans and deliverables
- Ensure that technical assistance and support are provided during the Contractor's implementation phases and ongoing upgrade design of this project

- Establish project management guidelines by meeting with the Contractor's project management team as needed
- Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project
- Coordinate other resources as needed to support the implementation process
- Provide on-site assistance, as needed during the implementation phases of the project

The State of Nebraska management staff will assist the Contractor in identifying eligible participants in the network as well as establishing guidelines with the Contractor for ordering, moving, adding or changing services.

The Contractor will coordinate and administer the requirements of the network service(s) that are proposed with any subcontractors and the participants.

- The Contractor will maintain a project management office in the State (preferably at a location that is within one (1) hour access of Lincoln, Nebraska) during the design and cutover phases of this project. The office will be responsible for administrative functions, project design/development and the required installation. The Contractor will maintain toll free lines for voice and facsimile from the State to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of a service disruption. The Contractor will provide information regarding intent to maintain its facilities after project implementation has been completed.
- The Contractor will maintain toll free voice lines for after hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of contact for all services and equipment provided by the contract, including services and equipment subcontracted to another vendor.
- The Contractor will furnish with its proposal technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Contractor will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.
- The technical proposal will include detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be available to the State electronically in a format agreed upon by the Contractor and the State to allow for import into various computer programs.
- The Contractor will provide basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.

9. IMPLEMENTATION PLAN

The Contractor will submit to the State of Nebraska an implementation plan for the deployment of the services, along with proposed pricing schemes that reflect the services to be included in the associated contract resulting from the award of this RFP.

The Contractor will adhere to the implementation plan submitted as a requirement of this RFP for deployment of services

10. DEPLOYMENT STATUS REPORTS

The Contractor's designated project manager will provide weekly reports of the status of any deployment schedules to the State's designated project manager. Deployment status reports will provide weekly information related to the adherence to the deployment schedule identified in Section 9, identification of issues affecting the deployment schedule, and recommended resolution(s) to any identified barriers to network deployment.

11. BILLING

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

Billings for Internet serviced must comply with the following specific requirements:

- i. The NNNC and ESUs 10, 11, 15, 16, and 18 will file Forms 471 for e-rate eligible services. Other eligible participants will submit orders for service through the State of Nebraska.
- j. The contractor must bill the NNNC, ESUs, and the State of Nebraska separately for service provided under this section.

12. CERTIFICATION

The State requires that the bidder be certificated by the Nebraska Public Service Commission to provide the services outlined in this Section of this RFP. The Bidders must elaborate on whether they would be willing to file Tariffs with the PSC specific to the network proposed in their bid. The Bidder must elaborate on whether they are willing to accept direct payment for USF and NUSF contributions to their proposed network and whether they are willing to deduct these contributions from the State's monetary obligations toward a contract resulting from this RFP.

C. COST

The Bidder will clearly identify each offered service (by service type) and be **specific** on all elements, processes, fees, etc. included in the cost Bid proposals will address the impact of normal growth, as well as planned and unplanned network expansion or service enhancement. All prices shall be proposed on a "per unit" as a recurring or non-recurring basis. All bidder costs must be reflected in either the monthly recurring or non-recurring charges. No additional charges will be accepted. **The State shall not be required to purchase any specific service or minimum quantities of network services.** The quantities provided are for the sole purpose of assisting the Bidders in preparation of their proposals and for the State to evaluate the feasibility of the proposed network solutions. The State shall not be responsible for any cost that is not identified in the Bidders proposal.

1. Network Equipment and Hardware Costs (Non-CPE)

Network equipment and hardware (non-CPE) will be part of and included in the itemized transport circuit costs. Circuit costs will be bundled costs, including all hardware.

(a) Installation Costs

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

(b) Software, Warranty, and Maintenance Costs

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

Software includes any initial or upgraded software required by each item of equipment proposed for the network to perform as a fully functional, integrated part of the Contractor's network and associated service rates. The software costs shall include all of the following applicable costs:

- Initial purchase and installation costs.
- Use and licensing fees.
- Software maintenance costs, including upgrades.
- All other costs relative to the network such as acquiring and using the software for the life of the network.
- Costs and procedures related to the transfer of the software from damaged or out of service equipment to new equipment and the reprogramming of the software to place equipment spares into service and to meet changing network needs.

(c) Optional Services

It is anticipated the Contractor may wish to offer optional services at an additional fee, i.e., network monitoring, project management, etc. These services will be identified and described in detail with the appropriate cost per unit (hour, month, circuit, service, etc.) delineated.

(d) Total Costs

The Bidder will provide a detail description and list of the Internet services being proposed in a table similar to the example reflected below. The monthly costs, installation, and any other charges are to be explicitly stated in order for the State to evaluate the proposed services incorporated in the proposal and the associated charges. The Bidder will define the increment(s) being proposed and the cost of each increment. The State has the option of purchasing any quantity of services in any increment proposed.

- The Vendor is encouraged to minimize any “transport” or “backhaul” charges in support of a stable per megabit pricing algorithm.
- If allowable changes in capacity are requested during the life of the contract, all activation, termination and/or processing fees must be specified.
- A means to clearly determine the monthly recurring costs associated to the amount of Internet capacity purchased or consumed.
- During the term of the contract, we may wish to obtain additional TCP/IP address ranges. Please indicate this availability and any associated pricing details.

APPENDIX B SCHEDULE 4 EXAMPLE:

Amount of Bandwidth	Location	Total Transport/Internet Monthly Recurring Charge	Total Non-Recurring Charge
Per Meg.	Omaha/Lincoln		
50MB	Lincoln	\$400	\$500
100MB	Lincoln	\$800	\$800
250MB	Omaha	\$1,000	\$900
300MB	Omaha	\$1,200	\$1,000

(e) Cost and Service Offering Reviews During the Contract

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 as specified under item B.6, Technology Refreshment.

(f) Proposal Cost Evaluation

The proposal cost will be evaluated based on the monthly recurring costs multiplied by the applicable length of contract in months, not to include extensions, plus the one time non-recurring costs.

5. Section 5 – Internet Service - Lincoln

A. PROJECT OVERVIEW

The objective of this Section of the RFP is to identify a Contractor or Contractors that will provide Internet network services in Lincoln Nebraska. This Internet service will be in support of K-12 e-rate eligible institutions. The “service” must be provided at the Network Nebraska site in room 230 of Nebraska Hall, 901 N. 17th St.

The State will analyze proposals for Internet Services with an emphasis on cost savings and technical approach. As providers of the service, the State believes that potential providers are in the best position to make this determination and present a proposal to the State. Current service costs are provided to assist contractors in making a logical and cost effective proposal to the State.

Current costs are: \$50 - \$60 per meg delivered.

B. TECHNICAL ELEMENTS

1. CURRENT ENVIRONMENT

The current Internet Service is provided by Time Warner and Windstream/Alltel. The K-12 portion is currently 60 - 120 meg and has seen considerable growth, which is expected to continue. The current connection which supports higher education and K-12, is provided over a gigabit Ethernet connection. K-12 Internet access is provided over T1 connections to the school as part of the JPEG environment. Most of this Internet service is managed at the Educational Service Unit or Network Consortium level.

2. PROJECT ENVIRONMENT

Some of the K-12 schools in Nebraska, Educational Services Units and K-12 Network Consortiums have authorized the State of Nebraska to solicit bids for commodity Internet services. Many of these entities will be moving to a new network platform involving high bandwidth IP networking capabilities. Network Nebraska will no longer provide E-rate funded Internet Service to the K-12 community. However, this Internet Service will still be aggregated at the Network Nebraska locations.

In support of K-12 connectivity in Lincoln Nebraska, the State requires the Internet usage to be between 75 and 150 meg. Although the Network platform is changing, the State requires the connection topology to remain consistent.

The State requires to have connections to multiple Vendors to meet our total Internet needs.

3. SCOPE OF WORK

The bidder shall provide a flexible, reliable, cost effective connection to the commodity Internet (Internet 1). The vendor will need to provide 75 – 150 meg of Internet at the Network Nebraska location in Lincoln. The final amount of capacity to be purchased will be decided prior to contract signing. The Internet Service must be available on July 1st 2007.

4. PROJECT REQUIREMENTS

The Schools purchasing this service must be converted to the new service by July 1st, 2007, with all IP addresses routing throughout the Internet. The conversion from the current Internet Service Provider should be as transparent as possible.

The State of Nebraska is cognizant of a growing demand for bandwidth. The State is interested in identifying a Contractor who will meet the current and future telecommunications needs of eligible participants over the term of the contract. The successful Contractor will provide a cost-effective, scalable, and flexible transport service that will be able to meet the demands of the network participants and it is expected the services would meet any future needs of other eligible participants as deemed appropriate. Bidders should identify services that are a normal part of their offering without additional fees and optional services that are being offered for an additional fee (i.e., automatic trouble ticket generation, trouble notification, etc). The State requires a complete description of those services and fees to be included in the RFP response.

5. TECHNICAL REQUIREMENTS

- The Vendor shall provide a physical connection with greater capacity than the amount supplied in order to provide for the expected growth. For example, a gigabit connection would allow for the expected growth over the next year or more.
- The Vendor shall provide the ability to make small incremental bandwidth increases within two business days.
- All connections must be “full duplex” in nature, and to the limit allowed by the technology of the proposed circuit, the entire capacity of the physical circuit must be available unless otherwise indicated.
- Anticipated acceptable physical circuits are OC-3, OC-12, Fast Ethernet, Gigabit Ethernet, but other options will be considered. Ethernet options will have a preference.
- For the duration of the contract, the Vendor must maintain adequate internet capacity within their network(s) to meet the capacity obligations of this RFP.
- If the circuit provided by the vendor has any redundant characteristics that will help reduce the exposure to equipment or circuit failure, please provide an overview of the redundant capabilities
- Although we will not dictate how maintenance and service is provided, it is required that the Vendor assume all responsibility for the maintenance and overall operation of the Vendor supplied equipment and services, including those provided by subcontractors. Vendor access to required Network Nebraska locations will be made available on a 7x24x365 basis.
- The Vendor will monitor and maintain relevant circuits and equipment related to this service on a 7x24x365 basis.
- The Vendor will respond to any outages or interruptions in service within one (1) hour of a detected or reported problem.
- Spare Vendor supplied equipment must be available in a reasonable time period in case of an equipment failure. Equipment maintenance contracts specifying overnight or next day replacement for failed parts is unacceptable.
- When planned network maintenance activities are conducted by the Vendor which runs the risk of interrupting or diminishing service, the Network Nebraska Network Operation Center(s) must be notified of the event at least three (3) business days in advance. Additionally, the Vendor agrees to work with the entities to find an alternate date or time for the maintenance if the proposed time(s) would be particularly harmful.
- If the Vendor is not considered a “Tier 1” provider, please provide information related to the upstream service providers.

- The vendor shall provide one or more network maps showing how the traffic will flow across the Vendor's backbone.
- The K-12 schools various IP address class sizes. By responding to this proposal, you understand and agree that you are willing to route these addresses.
- Network Nebraska will maintain a complete set of Internet routing tables. The respondent agrees to provide that information to our routers through BGP routing.
- If requested by the entities, the Vendor agrees to restrict the set of addresses that can communicate to the through this path. For example, to help balance traffic, we may request that the Vendor only route "Vendor owned" addresses through this link.
- If the Vendor in any way restricts or filters sites or content, such restrictions and filters need to be documented in your response. Note, however, that this section is not intended to prevent any Internet Service Provider (ISP) from limiting traffic from a site causing harm to the Internet or any of its customers.
- The respondent is encouraged to supply any additional information (charts, graphs, testimonials, reviews, comparisons of your company to others in the industry, traffic statistics, etc.) that would be of use in determining both the quality of the company, and the quality of the Vendor's connections and services.

6. 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, bidders 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 also result in modification of rates identified in the services offered by the Contractor. These review periods will commence no later than the 24th month (~June 1, 2009) from the effective date of the contract; the 36th month (~June 1, 2010) from the effective date of the contract.

7. SERVICE LEVEL GUARANTEES

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

necessary staff for the installation and maintenance of their network responsibilities and necessary staff to assist the State in its installation and maintenance of critical network services. The Contractor will provide an explanation of any redundancy that is available as part of the proposed system that will assure the required availability of the services. The following performance specifications are required service level guarantees. The Contractor will conform to these service level agreements, which are to include details concerning restoration procedures and goals, escalation procedures, and non-conformance penalties.

SPECIFICATIONS

At a minimum Internet and circuit availability will be 99.95% or greater as measured over twelve consecutive months (4.38 hours of outage per year).

Mean time to repair (MTTR) a failed transport backbone network element, measured over twelve consecutive months, will be four hours.

End-to-End Network MTTR: 4 hours

Following the final system acceptance by the State, the Contractor shall guarantee overall network performance in accordance with RFP mandated requirements. Any outages and/or diminished QoS that are not resolved prior to the expiration of the four-hour MTTR (Mean Time To Repair), shall result in a credit to the State equal to four (4) days credit of service and one (1) day credit of service for each additional hour of outage and/or diminished QoS on the same circuit or network component. Repeated outages and/or diminished QoS on the same circuit or network segment greater than four (4) occurrences per month shall receive a full month credit for that circuit or network segment.

EXAMPLE:

24 hours x 30 days = 720 hours available.

720 x 99.95% = 719.64 hours of up time.

Difference of available and hours of up time: $720 - 719.64 = .36$ hours or 21.6 minutes

Cumulative outage exceeds 21.6 minutes on a circuit, a one (1) day credit is due State for outage and/or diminished QoS after 21.6 minutes.

Outage and/or diminished QoS of 21.7 to 1 hours 21.6 minutes = 1 day service credit; 1 hour 21.7 minutes to 2 hours 21.6 minutes = 2 days, etc.

8. PROJECT PLANNING AND MANAGEMENT

The State of Nebraska acknowledges that project management and implementation procedures will require alignment and adjustment of work processes for the Contractor's organizations, the educational entities, and the State. The alignment will be part of the contract finalization, however the Contractor will respond to this RFP assuming the following responsibilities:

The State of Nebraska and educational entity management staff will:

- Provide overall project direction and management
- Review and approve all project plans and deliverables

- Ensure that technical assistance and support are provided during the Contractor's implementation phases and ongoing upgrade design of this project
- Establish project management guidelines by meeting with the Contractor's project management team as needed
- Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project
- Coordinate other resources as needed to support the implementation process
- Provide on-site assistance, as needed during the implementation phases of the project

The State of Nebraska management staff will assist the Contractor in identifying eligible participants in the network as well as establishing guidelines with the Contractor for ordering, moving, adding or changing services.

The Contractor will coordinate and administer the requirements of the network service(s) that are proposed with any subcontractors and the participants.

- The Contractor will maintain a project management office in the State (preferably at a location that is within one (1) hour access of Lincoln, Nebraska) during the design and cutover phases of this project. The office will be responsible for administrative functions, project design/development and the required installation. The Contractor will maintain toll free lines for voice and facsimile from the State to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of a service disruption. The Contractor will provide information regarding intent to maintain its facilities after project implementation has been completed.
- The Contractor will maintain toll free voice lines for after hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of contact for all services and equipment provided by the contract, including services and equipment subcontracted to another vendor.
- The Contractor will furnish with its proposal technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Contractor will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.
- The technical proposal will include detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be available to the State electronically in a format agreed upon by the Contractor and the State to allow for import into various computer programs.
- The Contractor will provide basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.

9. IMPLEMENTATION PLAN

The Contractor will submit to the State of Nebraska an implementation plan for the deployment of the services, along with proposed pricing schemes that reflect the services to be included in the associated contract resulting from the award of this RFP.

The Contractor will adhere to the implementation plan submitted as a requirement of this RFP for deployment of services.

10. DEPLOYMENT STATUS REPORTS

The Contractor's designated project manager will provide weekly reports of the status of any deployment schedules to the State's designated project manager. Deployment status reports will provide weekly information related to the adherence to the deployment schedule identified in Section 9, identification of issues affecting the deployment schedule, and recommended resolution(s) to any identified barriers to network deployment.

11. BILLING

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

Billings for Internet serviced must comply with the following specific requirements:

- k. The NNNC and ESUs 10, 11, 15, 16, and 18 will file Forms 471 for e-rate eligible services. Other eligible participants will submit orders for service through the State of Nebraska.
- l. The contractor must bill the NNNC, ESUs, and the State of Nebraska separately for service provided under this section.

12. CERTIFICATION

The State requires that the Bidder be certificated by the Nebraska Public Service Commission to provide the services outlined in this Section of this RFP. The Bidders must elaborate on whether they would be willing to file Tariffs with the PSC specific to the network proposed in their bid. The Bidder must elaborate on whether they are willing to accept direct payment for USF and NUSF contributions to their proposed network and whether they are willing to deduct these contributions from the State's monetary obligations toward a contract resulting from this RFP.

C. COST

The Bidder will clearly identify each offered service (by service type) and be **specific** on all elements, processes, fees, etc. included in the cost. Bid proposals will address the impact of normal growth, as well as planned and unplanned network expansion or service enhancement. All prices shall be proposed on a "per unit" as a recurring or non-recurring basis. All bidder costs must be reflected in either the monthly recurring or non-recurring charges. No additional charges will be accepted. **The State shall not be**

required to purchase any specific service or minimum quantities of network services. The quantities provided are for the sole purpose of assisting the Bidders in preparation of their proposals and for the State to evaluate the feasibility of the proposed network solutions. The State shall not be responsible for any cost that is not identified in the Bidders proposal.

1. Network Equipment and Hardware Costs (Non-CPE)

Network equipment and hardware (non-CPE) will be part of and included in the itemized transport circuit costs. Circuit costs will be bundled costs, including all hardware.

(a) Installation Costs

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

(b) Software, Warranty, and Maintenance Costs

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

Software includes any initial or upgraded software required by each item of equipment proposed for the network to perform as a fully functional, integrated part of the Contractor's network and associated service rates. The software costs shall include all of the following applicable costs:

- Initial purchase and installation costs.
- Use and licensing fees.
- Software maintenance costs, including upgrades.
- All other costs relative to the network such as acquiring and using the software for the life of the network.
- Costs and procedures related to the transfer of the software from damaged or out of service equipment to new equipment and the reprogramming of the software to place equipment spares into service and to meet changing network needs.

(c) Optional Services

It is anticipated the Contractor may wish to offer optional services at an additional fee, i.e., network monitoring, project management, etc. These services will be identified and described in detail with the appropriate cost per unit (hour, month, circuit, service, etc.) delineated.

(d) Total Costs

The Bidder will provide a detail description and list of the Internet services being proposed in a table similar to the example reflected below. The monthly costs, installation, and any other charges are to be explicitly stated in order for the State to evaluate the proposed services incorporated in the proposal and the associated

charges. The Bidder will define the increment(s) being proposed and the cost of each increment. The State has the option of purchasing any quantity of services in any increment proposed.

- The Vendor is encouraged to minimize any “transport” or “backhaul” charges in support of a stable per megabit pricing algorithm.
- If allowable changes in capacity are requested during the life of the contract, all activation, termination and/or processing fees must be specified.
- A means to clearly determine the monthly recurring costs associated to the amount of Internet capacity purchased or consumed.
- During the term of the contract, we may wish to obtain additional TCP/IP address ranges. Please indicate this availability and any associated pricing details.

APPENDIX B SCHEDULE 5 EXAMPLE:

Amount of Bandwidth	Location	Total Transport/Internet Monthly Recurring Charge	Total Non-Recurring Charge
Per Meg.	Omaha/Lincoln		
50MB	Lincoln	\$400	\$500
100MB	Lincoln	\$800	\$800
250MB	Omaha	\$1,000	\$900
300MB	Omaha	\$1,200	\$1,000

(e) Cost and Service Offering Reviews During the Contract

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 as specified under item B.6, Technology Refreshment.

(f) Proposal Cost Evaluation

The proposal cost will be evaluated based on the monthly recurring costs multiplied by the applicable length of contract in months, not to include extensions, plus the one time non-recurring costs.

6. Section 6 – Transport Service – McCook/North Platte to Omaha/Lincoln

A. PROJECT OVERVIEW

The objective of this section of the RFP is to identify a Contractor or Contractors that will design, develop, and implement high speed data transport that will meet the current and future telecommunications needs of eligible participants over the term of the contract. The successful Contractor will provide a cost-effective, scaleable, and flexible high speed data transport service that can interconnect between these locations. This section will act as Internet transport between the Southwest schools in Educational Service Units 15 and 16.

The requirement is to carry 20 mbps or greater. The service may be used for additional considerations in the future, such as video services. The service can originate in either McCook or North Platte and terminate in either Omaha or Lincoln.

The State will analyze proposals with an emphasis on future flexibility, cost savings and technical approach. As providers of the service, the State believes that potential providers are in the best position to make this determination and present a proposal to the State. This is a new service.

The State requires the Contractor to bid a multi-purpose transport connection to interconnect the listed locations along with the corresponding services that considers present, as well as future, state-of-the-art technologies. The extent to which these segments are included in the network 'cloud' that covers the geography of the state is important to the economic development goals as defined in the Nebraska Information Technology Commission (NITC) goals in sections 1.1 (http://www.nitc.state.ne.us/stp/2003/Section_2.pdf)

B. TECHNICAL ELEMENTS

1. CURRENT ENVIRONMENT

This Transport Service is new and will be used to support E-rate eligible connections as well as other services from this part of the state. This includes potential load balancing needs to manage the network. The K-12 schools in the Southwest area get access to Internet services through Network Nebraska and its location in Kearney.

2. PROJECT ENVIRONMENT

Southwest Nebraska consists of several schools associated with Educational Service Units 15 and 16, as well as community college campuses, University campuses and research centers. In addition to providing connectivity for these locations, there is a need to provide an E-rate eligible transport service for the ESUs that have requested this capability.

3. SCOPE OF WORK

The Bidder shall design, develop and implement a high speed, IP network transport to connect eligible entities with Internet services in Lincoln or Omaha. The network interface to the customers CPE must physically be Ethernet, with the capability to provide multiple virtual Ethernet interfaces via 802.1Q. The network connections must be a minimum of 40 mbps, with options for 100 mbps or faster, up to and including 1000 mbps, where possible. The service must be operational by June 15th 2007 with cutover to the customer on July 1st 2007.

Connectivity must originate at either ESU 15 or ESU 16 and terminate at one of the following locations:

Peter Kiewit Institute
Room 166
University of Nebraska – Omaha
68th and Center
Omaha, Nebraska

Or

UNCSN
Room 230 Nebraska Hall
University of Nebraska Lincoln
Lincoln, Nebraska

4. PROJECT REQUIREMENTS

The State of Nebraska is cognizant of a growing demand for bandwidth. The State is interested in identifying a Contractor who will meet the current and future telecommunications needs of eligible participants over the term of the contract. The successful Contractor will provide a cost-effective, scalable, and flexible transport service that will be able to meet the demands of the network participants and it is expected the services would meet any future needs of other eligible participants as deemed appropriate. Bidders should identify services that are a normal part of their offering without additional fees and optional services that are being offered for an additional fee (i.e., automatic trouble ticket generation, trouble notification, etc). The State requires a complete description of those services and fees to be included in the RFP response.

5. TECHNICAL REQUIREMENTS

The Bidder will provide a network design will include:

- Point to point service
- 20 mbps or greater, including 100 mbps and 1000 mbps if available
- Layer 2 QoS tags pass unimpeded through the network
- Layer 2 performance will be adequate to support jitter and low-latency sensitive applications (ie. video over IP)
- Indicate availability of real time performance metrics (i.e. SNMP) access to a State provided list of authorized monitoring stations.
- Ethernet connection to Customer Premise Equipment

6. 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, bidders shall identify and define any pertinent new services currently being considered for deployment. Anticipated deployment dates shall also be identified.

7. SERVICE LEVEL GUARANTEES

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

availability of the services. The following performance specifications are required service level guarantees. The Contractor will conform to these service level agreements, which are to include details concerning restoration procedures and goals, escalation procedures, and non-conformance penalties.

SPECIFICATIONS

At a minimum circuit availability will be 99.95% or greater as measured over twelve consecutive months (4.38 hours of outage per year).

Mean time to repair (MTTR) a failed transport backbone network element, measured over twelve consecutive months, will be four hours.

End-to-End Network MTTR: 4 hours

Following the final system acceptance by the State, the Contractor shall guarantee overall network performance in accordance with RFP mandated requirements. Any outages and/or diminished QoS that are not resolved prior to the expiration of the four-hour MTTR (Mean Time To Repair), shall result in a credit to the State equal to four (4) days credit of service and one (1) day credit of service for each additional hour of outage and/or diminished QoS on the same circuit or network component. Repeated outages and/or diminished QoS on the same circuit or network segment greater than four (4) occurrences per month shall receive a full month credit for that circuit or network segment.

EXAMPLE:

24 hours x 30 days = 720 hours available.

720 x 99.95% = 719.64 hours of up time.

Difference of available and hours of up time: $720 - 719.64 = .36$ hours or 21.6 minutes

Cumulative outage exceeds 21.6 minutes on a circuit, a one (1) day credit is due State for outage and/or diminished QoS after 21.6 minutes.

Outage and/or diminished QoS of 21.7 to 1 hours 21.6 minutes = 1 day service credit; 1 hour 21.7 minutes to 2 hours 21.6 minutes = 2 days, etc.

8. PROJECT PLANNING AND MANAGEMENT

The State of Nebraska acknowledges that project management and implementation procedures will require alignment and adjustment of work processes for the Contractor's organizations, the educational entities, and the State. The alignment will be part of the contract finalization, however the Contractor will respond to this RFP assuming the following responsibilities:

The State of Nebraska and educational entity management staff will:

- Provide overall project direction and management
- Review and approve all project plans and deliverables
- Ensure that technical assistance and support are provided during the Contractor's implementation phases and ongoing upgrade design of this project
- Establish project management guidelines by meeting with the Contractor's project management team as needed
- Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project
- Coordinate other resources as needed to support the implementation process

- Provide on-site assistance, as needed during the implementation phases of the project

The State of Nebraska management staff will assist the Contractor in identifying eligible participants in the network as well as establishing guidelines with the Contractor for ordering, moving, adding or changing services.

The Contractor will coordinate and administer the requirements of the network service(s) that are proposed with any subcontractors and the participants.

- The Contractor will maintain a project management office in the State (preferably at a location that is within one (1) hour access of Lincoln, Nebraska) during the design and cutover phases of this project. The office will be responsible for administrative functions, project design/development and the required installation. The Contractor will maintain toll free lines for voice and facsimile from the State to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of a service disruption. The Contractor will provide information regarding intent to maintain its facilities after project implementation has been completed.
- The Contractor will maintain toll free voice lines for after hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of contact for all services and equipment provided by the contract, including services and equipment subcontracted to another vendor.
- The Contractor will furnish with its proposal technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Contractor will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.
- The technical proposal will include detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be available to the State electronically in a format agreed upon by the Contractor and the State to allow for import into various computer programs.
- The Contractor will provide basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.

9. IMPLEMENTATION PLAN

The Contractor will submit to the State of Nebraska an implementation plan for the deployment of the services, along with proposed pricing schemes that reflect the services to be included in the associated contract resulting from the award of this RFP.

The Contractor will adhere to the implementation plan submitted as a requirement of this RFP for deployment of services.

10. DEPLOYMENT STATUS REPORTS

The Contractor's designated project manager will provide weekly reports of the status of any deployment schedules to the State's designated project manager. Deployment status reports will provide weekly information related to the adherence to the deployment schedule

identified in Section 9, identification of issues affecting the deployment schedule, and recommended resolution(s) to any identified barriers to network deployment.

11. BILLING

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

12. CERTIFICATION

The State requires that the Bidder be certificated by the Nebraska Public Service Commission to provide the services outlined in this Section of this RFP. The Bidders must elaborate on whether they would be willing to file Tariffs with the PSC specific to the network proposed in their bid. The Bidder must elaborate on whether they are willing to accept direct payment for USF and NUSF contributions to their proposed network and whether they are willing to deduct these contributions from the State's monetary obligations toward a contract resulting from this RFP.

C. COST

The Bidder will clearly identify each offered service (by service type) and be **specific** on all elements, processes, fees, etc. included in the cost. Bid proposals will address the impact of normal growth, as well as planned and unplanned network expansion or service enhancement. All prices shall be proposed on a "per unit" as a recurring or non-recurring basis. All bidder costs must be reflected in either the monthly recurring or non-recurring charges. No additional charges will be accepted. **The State shall not be required to purchase any specific service or minimum quantities of network services.** The quantities provided are for the sole purpose of assisting the Bidders in preparation of their proposals and for the State to evaluate the feasibility of the proposed network solutions. The State shall not be responsible for any cost that is not identified in the Bidders proposal.

1. Network Equipment and Hardware Costs (Non-CPE)

Network equipment and hardware (non-CPE) will be part of and included in the itemized transport circuit costs. Circuit costs will be bundled costs, including all hardware.

Installation Costs

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

Software, Warranty, and Maintenance Costs

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

Software includes any initial or upgraded software required by each item of equipment proposed for the network to perform as a fully functional, integrated part of the Contractor's network and associated service rates. The software costs shall include all of the following applicable costs:

- Initial purchase and installation costs.
- Use and licensing fees.
- Software maintenance costs, including upgrades.
- All other costs relative to the network such as acquiring and using the software for the life of the network.
- Costs and procedures related to the transfer of the software from damaged or out of service equipment to new equipment and the reprogramming of the software to place equipment spares into service and to meet changing network needs.

Optional Services

It is anticipated the Contractor may wish to offer optional services at an additional fee, i.e., network monitoring, project management, etc. These services will be identified and described in detail with the appropriate cost per unit (hour, month, circuit, service, etc.) delineated.

Total Costs

The Bidder will provide a detail description and list of the transport services being proposed in a table similar to the example reflected below. The monthly costs, installation, and any other charges are to be explicitly stated in order for the State to evaluate the proposed services incorporated in the proposal and the associated charges. The Bidder will define the increment(s) being proposed and the cost of each increment. The State has the option of purchasing any quantity of services in any increment proposed.

APPENDIX B SCHEDULE 6 EXAMPLE:

Service	Qty.	Unit Monthly Recurring Charge	Total Monthly Recurring Charge	Unit Non-Recurring Charge	Total Non-Recurring Charge
100MB Town A to Town B	1	\$4,000	\$4,000	\$1,500	\$1,500
1000MB Town A to Town B	1	\$7,000	\$7,000	\$1,500	\$1,500

Cost and Service Offering Reviews During the Contract

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 as specified under item B.6, Technology Refreshment.

m. Proposal Cost Evaluation

The proposal cost will be evaluated based on the monthly recurring costs multiplied by the applicable length of contract in months, not to include extensions, plus the one time non-recurring costs.

7. Section 7 – Transport Service – Kearney to Omaha/Lincoln

A. PROJECT OVERVIEW

The objective of this section of the RFP is to identify a Contractor or Contractors that will design, develop, and implement high speed data transport that will meet the current and future telecommunications needs of eligible participants over the term of the contract. The successful Contractor will provide a cost-effective, scalable, and flexible high speed data transport service that can interconnect between these locations. This section will act as Internet transport between the schools in Educational Service Unit 10 and 11. The requirement is to carry 30 mbps or greater. The service may be used for additional considerations in the future, such as video services. The service must originate in Kearney Nebraska and terminate in either Omaha or Lincoln Nebraska.

The State will analyze proposals with an emphasis on future flexibility, cost savings and technical approach. As providers of the service, the State believes that potential providers are in the best position to make this determination and present a proposal to the State. This is a new service.

The State requires the Contractor to bid a multi-purpose transport connection to interconnect the listed locations along with the corresponding services that considers present, as well as future, state-of-the-art technologies. The extent to which these segments are included in the network 'cloud' that covers the geography of the state is important to the economic development goals as defined in the Nebraska Information Technology Commission (NITC) goals in sections 1.1 (http://www.nitc.state.ne.us/stp/2003/Section_2.pdf)

B. TECHNICAL ELEMENTS

1. CURRENT ENVIRONMENT

This Transport Service is new and will be used to support E-rate eligible connections as well as other services from this part of the state. This includes potential load balancing needs to manage the network. The K-12 schools in the central area get access to Internet services from Network Nebraska in Kearney.

2. PROJECT ENVIRONMENT

This area of Nebraska consists of several schools associated with Educational Service Units 10 and 11, as well as community college campuses, University campuses and research centers. In addition to providing connectivity for these locations, there is a need to provide an E-rate eligible transport service for the ESUs that have requested this capability.

3. SCOPE OF WORK

The Bidder shall design, develop and implement a high speed, IP network transport to connect eligible entities with Internet services in Lincoln or Omaha. The network interface to the customers CPE must physically be Ethernet, with the capability to provide multiple virtual Ethernet interfaces via 802.1Q. The network connections must be a minimum of 30 mbps, with options for 100 mbps or faster, up to and including 1000 mbps, where possible. The service must be operational by June 15th 2007 with cutover to the customer on July 1st, 2007.

Connectivity must originate at ESU 10 and terminate at one of the following locations:

Peter Kiewit Institute
Room 166
University of Nebraska – Omaha
68th and Center
Omaha, Nebraska

Or

UNCSN
Room 230 Nebraska Hall
University of Nebraska Lincoln
Lincoln, Nebraska

4. PROJECT REQUIREMENTS

The State of Nebraska is cognizant of a growing demand for bandwidth. The State is interested in identifying a Contractor who will meet the current and future telecommunications needs of eligible participants over the term of the contract. The successful Contractor will provide a cost-effective, scalable, and flexible transport service that will be able to meet the demands of the network participants and it is expected the services would meet any future needs of other eligible participants as deemed appropriate. Bidders should identify services that are a normal part of their offering without additional fees and optional services that are being offered for an additional fee (i.e., automatic trouble ticket generation, trouble notification, etc). The State requires a complete description of those services and fees to be included in the RFP response.

5. TECHNICAL REQUIREMENTS

The Bidder will provide a network design will include:

- Point to point service
- 20 mbps or greater, including 100 mbps and 1000 mbps if available
- Layer 2 QoS tags pass unimpeded through the network
- Layer 2 performance will be adequate to support jitter and low-latency sensitive applications (ie. video over IP)
- Indicate availability of real time performance metrics (i.e. SNMP) access to a State provided list of authorized monitoring stations.
- Ethernet connection to Customer Premise Equipment

6. 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, bidders shall identify and define any pertinent new services currently being considered for deployment. Anticipated deployment dates shall also be identified.

7. SERVICE LEVEL GUARANTEES

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

SPECIFICATIONS

At a minimum circuit availability will be 99.95% or greater as measured over twelve consecutive months (4.38 hours of outage per year).

Mean time to repair (MTTR) a failed transport backbone network element, measured over twelve consecutive months, will be four hours.

End-to-End Network MTTR: 4 hours

Following the final system acceptance by the State, the Contractor shall guarantee overall network performance in accordance with RFP mandated requirements. Any outages and/or diminished QoS that are not resolved prior to the expiration of the four-hour MTTR (Mean Time To Repair), shall result in a credit to the State equal to four (4) days credit of service and one (1) day credit of service for each additional hour of outage and/or diminished QoS on the same circuit or network component. Repeated outages and/or diminished QoS on the same circuit or network segment greater than four (4) occurrences per month shall receive a full month credit for that circuit or network segment.

EXAMPLE:

24 hours x 30 days = 720 hours available.

720 x 99.95% = 719.64 hours of up time.

Difference of available and hours of up time: $720 - 719.64 = .36$ hours or 21.6 minutes

Cumulative outage exceeds 21.6 minutes on a circuit, a one (1) day credit is due State for outage and/or diminished QoS after 21.6 minutes.

Outage and/or diminished QoS of 21.7 to 1 hours 21.6 minutes = 1 day service credit; 1 hour 21.7 minutes to 2 hours 21.6 minutes = 2 days, etc.

8. PROJECT PLANNING AND MANAGEMENT

The State of Nebraska acknowledges that project management and implementation procedures will require alignment and adjustment of work processes for the Contractor's organizations, the educational entities, and the State. The alignment will be part of the contract finalization, however the Contractor will respond to this RFP assuming the following responsibilities:

The State of Nebraska and educational entity management staff will:

- Provide overall project direction and management
- Review and approve all project plans and deliverables
- Ensure that technical assistance and support are provided during the Contractor's implementation phases and ongoing upgrade design of this project
- Establish project management guidelines by meeting with the Contractor's project management team as needed
- Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project
- Coordinate other resources as needed to support the implementation process
- Provide on-site assistance, as needed during the implementation phases of the project

The State of Nebraska management staff will assist the Contractor in identifying eligible participants in the network as well as establishing guidelines with the Contractor for ordering, moving, adding or changing services.

The Contractor will coordinate and administer the requirements of the network service(s) that are proposed with any subcontractors and the participants.

- The Contractor will maintain a project management office in the State (preferably at a location that is within one (1) hour access of Lincoln, Nebraska) during the design and cutover phases of this project. The office will be responsible for administrative functions, project design/development and the required installation. The Contractor will maintain toll free lines for voice and facsimile from the State to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of a service disruption. The Contractor will provide information regarding intent to maintain its facilities after project implementation has been completed.
- The Contractor will maintain toll free voice lines for after hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of contact for all services and equipment provided by the contract, including services and equipment subcontracted to another vendor.
- The Contractor will furnish with its proposal technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Contractor will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.
- The technical proposal will include detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be available to the State electronically in a format agreed upon by the Contractor and the State to allow for import into various computer programs.
- The Contractor will provide basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.

9. IMPLEMENTATION PLAN

The Contractor will submit to the State of Nebraska an implementation plan for the deployment of the services, along with proposed pricing schemes that reflect the services to be included in the associated contract resulting from the award of this RFP.

The Contractor will adhere to the implementation plan submitted as a requirement of this RFP for deployment of services.

10. DEPLOYMENT STATUS REPORTS

The Contractor's designated project manager will provide weekly reports of the status of any deployment schedules to the State's designated project manager. Deployment status reports will provide weekly information related to the adherence to the deployment schedule identified in Section 9, identification of issues affecting the deployment schedule, and recommended resolution(s) to any identified barriers to network deployment.

11. BILLING

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

12. CERTIFICATION

The State requires that the Bidder be certificated by the Nebraska Public Service Commission to provide the services outlined in this Section of this RFP. The Bidders must elaborate on whether they would be willing to file Tariffs with the PSC specific to the network proposed in their bid. The Bidder must elaborate on whether they are willing to accept direct payment for USF and NUSF contributions to their proposed network and whether they are willing to deduct these contributions from the State's monetary obligations toward a contract resulting from this RFP.

C. COST

The Bidder will clearly identify each offered service (by service type) and be **specific** on all elements, processes, fees, etc. included in the cost. Bid proposals will address the impact of normal growth, as well as planned and unplanned network expansion or service enhancement. All prices shall be proposed on a "per unit" as a recurring or non-recurring basis. All bidder costs must be reflected in either the monthly recurring or non-recurring charges. No additional charges will be accepted. **The State shall not be required to purchase any specific service or minimum quantities of network services.** The quantities provided are for the sole purpose of assisting the Bidders in preparation of their proposals and for the State to evaluate the feasibility of the proposed network solutions. The State shall not be responsible for any cost that is not identified in the Bidders proposal.

1. Network Equipment and Hardware Costs (Non-CPE)

Network equipment and hardware (non-CPE) will be part of and included in the itemized transport circuit costs. Circuit costs will be bundled costs, including all hardware.

Installation Costs

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

Software, Warranty, and Maintenance Costs

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

Software includes any initial or upgraded software required by each item of equipment proposed for the network to perform as a fully functional, integrated part of the Contractor's network and associated service rates. The software costs shall include all of the following applicable costs:

- Initial purchase and installation costs.
- Use and licensing fees.
- Software maintenance costs, including upgrades.
- All other costs relative to the network such as acquiring and using the software for the life of the network.
- Costs and procedures related to the transfer of the software from damaged or out of service equipment to new equipment and the reprogramming of the software to place equipment spares into service and to meet changing network needs.

Optional Services

It is anticipated the Contractor may wish to offer optional services at an additional fee, i.e., network monitoring, project management, etc. These services will be identified and described in detail with the appropriate cost per unit (hour, month, circuit, service, etc.) delineated.

Total Costs

The Bidder will provide a detail description and list of the transport services being proposed in a table similar to the example reflected below. The monthly costs, installation, and any other charges are to be explicitly stated in order for the State to evaluate the proposed services incorporated in the proposal and the associated charges. The Bidder will define the increment(s) being proposed and the cost of each increment. The State has the option of purchasing any quantity of services in any increment proposed.

EXAMPLE:
APPENDIX B SCHEDULE 7 EXAMPLE:

Service	Qty.	Unit Monthly Recurring Charge	Total Monthly Recurring Charge	Unit Non-Recurring Charge	Total Non-Recurring Charge
100MB Town A to Town B	1	\$4,000	\$4,000	\$1,500	\$1,500
1000MB Town A to Town B	1	\$7,000	\$7,000	\$1,500	\$1,500

Cost and Service Offering Reviews During the Contract

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 as specified under item B.6, Technology Refreshment.

n. Proposal Cost Evaluation

The proposal cost will be evaluated based on the monthly recurring costs multiplied by the applicable length of contract in months, not to include extensions, plus the one time non-recurring costs.

8. Section 8 – Transport Service – Scottsbluff to Omaha/Lincoln

A. PROJECT OVERVIEW

The objective of this section of the RFP is to identify a Contractor or Contractors that will design, develop, and implement high speed data transport that will meet the current and future telecommunications needs of eligible participants over the term of the contract. The successful Contractor will provide a cost-effective, scalable, and flexible high speed data transport service that can interconnect between these locations. This section will act as Internet transport between the Panhandle schools in Educational Service Unit 13. The requirement is to carry 10 mbps or greater. The service may be used for additional considerations in the future, such as video services. The service must originate in Scottsbluff Nebraska and terminate in either Omaha or Lincoln Nebraska.

The State will analyze proposals with an emphasis on future flexibility, cost savings and technical approach. As providers of the service, the State believes that potential providers are in the best position to make this determination and present a proposal to the State. This is a new service.

The State requires the Contractor to bid a multi-purpose transport connection to interconnect the listed locations along with the corresponding services that considers present, as well as future, state-of-the-art technologies. The extent to which these segments are included in the network 'cloud' that covers the geography of the state is important to the economic development goals as defined in the Nebraska Information Technology Commission (NITC) goals in sections 1.1 (http://www.nitc.state.ne.us/stp/2003/Section_2.pdf)

B. TECHNICAL ELEMENTS

1. CURRENT ENVIRONMENT

This Transport Service is new and will be used to support E-rate eligible connections as well as other services from this part of the state. This includes potential load balancing needs to manage the network. The K-12 schools in the Panhandle area get access to Internet services other companies.

2. PROJECT ENVIRONMENT

The Panhandle area Nebraska consists of several schools associated with Educational Service Unit 13, as well as community college campuses, University campuses and

research centers. In addition to providing connectivity for these locations, there is a need to provide an E-rate eligible transport service for the ESUs that have requested this capability.

3. SCOPE OF WORK

The Bidder shall design, develop and implement a high speed, IP network transport to connect eligible entities with Internet services in Lincoln or Omaha. The network interface to the customers CPE must physically be Ethernet, with the capability to provide multiple virtual Ethernet interfaces via 802.1Q. The network connections must be a minimum of 40 mbps, with options for 100 mbps or faster, up to and including 1000 mbps, where possible. The service must be operational by June 15th 2007 with cutover to the customer on July 1st, 2007.

Connectivity must originate at ESU 13 and terminate at one of the following locations:

Peter Kiewit Institute
Room 166
University of Nebraska – Omaha
68th and Center
Omaha, Nebraska

Or

UNCSN
Room 230 Nebraska Hall
University of Nebraska Lincoln
Lincoln, Nebraska

4. PROJECT REQUIREMENTS

The State of Nebraska is cognizant of a growing demand for bandwidth. The State is interested in identifying a Contractor who will meet the current and future telecommunications needs of eligible participants over the term of the contract. The successful Contractor will provide a cost-effective, scaleable, and flexible transport service that will be able to meet the demands of the network participants and it is expected the services would meet any future needs of other eligible participants as deemed appropriate. Bidders should identify services that are a normal part of their offering without additional fees and optional services that are being offered for an additional fee (i.e., automatic trouble ticket generation, trouble notification, etc). The State requires a complete description of those services and fees to be included in the RFP response.

5. TECHNICAL REQUIREMENTS

The Bidder will provide a network design will include:

- Point to point service
- 20 mbps or greater, including 100 mbps and 1000 mbps if available
- Layer 2 QoS tags pass unimpeded through the network
- Layer 2 performance will be adequate to support jitter and low-latency sensitive applications (ie. video over IP)
- Indicate availability of real time performance metrics (i.e. SNMP) access to a State provided list of authorized monitoring stations.
- Ethernet connection to Customer Premise Equipment

6. 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, bidders shall identify and define any pertinent new services currently being considered for deployment. Anticipated deployment dates shall also be identified.

7. SERVICE LEVEL GUARANTEES

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

SPECIFICATIONS

At a minimum circuit availability will be 99.95% or greater as measured over twelve consecutive months (4.38 hours of outage per year).

Mean time to repair (MTTR) a failed transport backbone network element, measured over twelve consecutive months, will be four hours.

End-to-End Network MTTR: 4 hours

Following the final system acceptance by the State, the Contractor shall guarantee overall network performance in accordance with RFP mandated requirements. Any outages and/or diminished QoS that are not resolved prior to the expiration of the four-hour MTTR (Mean Time To Repair), shall result in a credit to the State equal to four (4) days credit of service and one (1) day credit of service for each additional hour of outage and/or diminished QoS on the same circuit or network component. Repeated outages and/or diminished QoS on the same circuit or network segment greater than four (4) occurrences per month shall receive a full month credit for that circuit or network segment.

EXAMPLE:

24 hours x 30 days = 720 hours available.

720 x 99.95% = 719.64 hours of up time.

Difference of available and hours of up time: $720 - 719.64 = .36$ hours or 21.6 minutes

Cumulative outage exceeds 21.6 minutes on a circuit, a one (1) day credit is due State for outage and/or diminished QoS after 21.6 minutes.

Outage and/or diminished QoS of 21.7 to 1 hours 21.6 minutes = 1 day service credit; 1 hour 21.7 minutes to 2 hours 21.6 minutes = 2 days, etc.

8. PROJECT PLANNING AND MANAGEMENT

The State of Nebraska acknowledges that project management and implementation procedures will require alignment and adjustment of work processes for the Contractor's organizations, the educational entities, and the State. The alignment will be part of the contract finalization, however the Contractor will respond to this RFP assuming the following responsibilities:

The State of Nebraska and educational entity management staff will:

- Provide overall project direction and management
- Review and approve all project plans and deliverables
- Ensure that technical assistance and support are provided during the Contractor's implementation phases and ongoing upgrade design of this project
- Establish project management guidelines by meeting with the Contractor's project management team as needed
- Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project
- Coordinate other resources as needed to support the implementation process
- Provide on-site assistance, as needed during the implementation phases of the project

The State of Nebraska management staff will assist the Contractor in identifying eligible participants in the network as well as establishing guidelines with the Contractor for ordering, moving, adding or changing services.

The Contractor will coordinate and administer the requirements of the network service(s) that are proposed with any subcontractors and the participants.

- The Contractor will maintain a project management office in the State (preferably at a location that is within one (1) hour access of Lincoln, Nebraska) during the design and cutover phases of this project. The office will be responsible for administrative functions, project design/development and the required installation. The Contractor will maintain toll free lines for voice and facsimile from the State to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of a service disruption. The Contractor will provide information regarding intent to maintain its facilities after project implementation has been completed.
- The Contractor will maintain toll free voice lines for after hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of contact for all services and equipment provided by the contract, including services and equipment subcontracted to another vendor.
- The Contractor will furnish with its proposal technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Contractor will explain in detail, with full engineering

support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.

- The technical proposal will include detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be available to the State electronically in a format agreed upon by the Contractor and the State to allow for import into various computer programs.
- The Contractor will provide basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.

9. IMPLEMENTATION PLAN

The Contractor will submit to the State of Nebraska an implementation plan for the deployment of the services, along with proposed pricing schemes that reflect the services to be included in the associated contract resulting from the award of this RFP.

The Contractor will adhere to the implementation plan submitted as a requirement of this RFP for deployment of services.

10. DEPLOYMENT STATUS REPORTS

The Contractor's designated project manager will provide weekly reports of the status of any deployment schedules to the State's designated project manager. Deployment status reports will provide weekly information related to the adherence to the deployment schedule identified in Section 9, identification of issues affecting the deployment schedule, and recommended resolution(s) to any identified barriers to network deployment.

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C. COST

The Bidder will clearly identify each offered service (by service type) and be **specific** on all elements, processes, fees, etc. included in the cost. Bid proposals will address the impact of normal growth, as well as planned and unplanned network expansion or service enhancement. All prices shall be proposed on a "per unit" as a recurring or non-recurring basis. All bidder

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Network equipment and hardware (non-CPE) will be part of and included in the itemized transport circuit costs. Circuit costs will be bundled costs, including all hardware.

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Software includes any initial or upgraded software required by each item of equipment proposed for the network to perform as a fully functional, integrated part of the Contractor's network and associated service rates. The software costs shall include all of the following applicable costs:

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- Costs and procedures related to the transfer of the software from damaged or out of service equipment to new equipment and the reprogramming of the software to place equipment spares into service and to meet changing network needs.

Optional Services

It is anticipated the Contractor may wish to offer optional services at an additional fee, i.e., network monitoring, project management, etc. These services will be identified and described in detail with the appropriate cost per unit (hour, month, circuit, service, etc.) delineated.

Total Costs

The Bidder will provide a detail description and list of the transport services being proposed in a table similar to the example reflected below. The monthly costs, installation, and any other charges are to be explicitly stated in order for the State to evaluate the proposed services incorporated in the proposal and the associated charges. The Bidder will define the increment(s) being proposed and the cost of each

increment. The State has the option of purchasing any quantity of services in any increment proposed.

APPENDIX B SCHEDULE 8 EXAMPLE:

Service	Qty.	Unit Monthly Recurring Charge	Total Monthly Recurring Charge	Unit Non-Recurring Charge	Total Non-Recurring Charge
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1000MB Town A to Town B	1	\$7,000	\$7,000	\$1,500	\$1,500

Cost and Service Offering Reviews During the Contract

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 as specified under item B.6, Technology Refreshment.

o. Proposal Cost Evaluation

The proposal cost will be evaluated based on the monthly recurring costs multiplied by the applicable length of contract in months, not to include extensions, plus the one time non-recurring costs.

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 subsections 1 through 8.as applicable to Bidder's response
- b. Explanation of bidder's ability to meet or exceed **Project Requirements** listed in Section IV subsections 1 through 8. as applicable to Bidder's response.
- c. **Technical Considerations** including information from Section IV subsections 1 through 8. as applicable to Bidder's response.
- d. Detailed **Project Work Plan** including information from Section IV subsections 1 through 8. as applicable to Bidder's response.
- e. **Deliverables and Due Dates**, including information from Section IV subsections 1 through 8 as applicable to Bidder's response. .

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 – Northeast Nebraska Entity List

APPENDIX B – Cost Schedules

- **Schedule 1**
- **Schedule 2**
- **Schedule 3**
- **Schedule 4**
- **Schedule 5**
- **Schedule 6**
- **Schedule 7**
- **Schedule 8**

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.

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.

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 1: LIST OF PARTICIPATING ENTITIES

Dist. Learning Consortium	High School or Community-School/School	ESU Area	Expir. Date	Street Address	City	Zip	Entity #	Contact	Phone Number
ENDLC	Allen	1	2009	126 E 5th, Box 190	Allen	68710-0190	138567	Don Schmidt Marty Miller - Principal	402-635-2484
NE.NEDLC	Bloomfield	1	2007	311 E Benton, Box 308	Bloomfield	68718-0308	138595	John Post	402-373-4800
ENDLC	Coleridge	1	2009	203 S Main St, PO Box 37	Coleridge	68727-0037	140541	Daniel J. Hoelsing	402-283-4844
NE.NEDLC	Creighton	1	2007	1609 Redick Ave., PO Box 10	Creighton	68729-0010	138604	Fred Boelter Randall J Anderson	402-358-3663
ENDLC	Crofton	1	2009	89048 N Hwy 121, Box 429	Crofton	68730-0429	138606	Thomas Becker	402-388-2440
ENDLC	Emerson-Emerson/Hubbard	1	2009	1504 Dakota St, Box 9	Emerson	68733-0009	138608	Scott H. Swisher	402-695-2621
ENDLC	Hartington	1	2009	501 S Broadway, PO Box 75	Hartington	68739-0075	138617	Bruce Johnson	402-254-3947
ENDLC	Homer	1	2009	212 S 3rd, Box 340	Homer	68030-0340	150036	Daniel J. Hoelsing	402-698-2377
ENDLC	Laurel-Laurel/Concord	1	2009	502 Wakefield, Box 8	Laurel	68745-0008	138621	Morris Bates	402-256-3133
ENDLC	Macy-Umo n ho n Nation	1	2009	100 Main St, Box 280	Macy	68039-0280	138262	Daniel J. Hoelsing	402-837-5622
ENDLC	Newcastle	1	2009	509 Annie St, PO Box 187	Newcastle	68757-0187	138637	Margaret Sandoz	402-355-2231
NE.NEDLC	Niobrara	1	2007	247 N Hwy 12, Box 310	Niobrara	68760-0310	138644	Joseph H. Sherwood	402-857-3323
ENDLC	Pender	1	2009	609 Whitney St, PO Box 629	Pender	68047-0629	138275	William Thompson	402-385-3244
NE.NEDLC	Ponca (NO DL)	1		505 3rd St, Box 568	Ponca	68770-0568	138671	Ted Hillman	402-755-2241
NE.NEDLC	Randolph	1	2007	207 N Pierce, PO Box 755	Randolph	68771-0755	138673	Bruce Blanchard	402-337-0252
NE.NEDLC	Santee	1	2007	206 Frazier Ave East	Niobrara So. Sioux City	68760-7213	138645	Steve Rector	402-857-2741
ENDLC	South Sioux City	1	2009	3301 G St	Clearwater	68776-3467	138675	William A. Kuester	402-494-2425
NE.NEDLC	Verdigre-NE Unified District 1	1	2007	501 Iowa St, Box 38	Wakefield	68726-0038	138699	Michael J. Moody	402-893-2068
ENDLC	Wakefield	1	2009	802 Highland, Box 330	Wakefield	68784-0330	138701	Bob Uhing	402-287-2012
ENDLC	Wakefield-ESU 1	1	2009	211 10th Street	Wakefield	68784-5014	138702	Dan Schiefelbein	402-287-2061
ENDLC	Walshill	1	2009	Little & Main St, Box 3 C	Wausa	68067-0563	138304	Robert C. Marks	402-846-5432
NE.NEDLC	Wausa	1	2007	300 S Bismarck, Box 159	Wayne	68786-0159	138703	Joseph P. Reinert	402-586-2255
ENDLC	Wayne	1	2009	611 W 7th St	Winnnebago	68787-1715	138705	Fred Williams	402-375-3150
ENDLC	Winnnebago	1	2009	Hwy 77 & 75, Box K K	Winnnebago	68071-0769	138308	Donavon Leighton	402-878-2224
ENDLC	Winside	1	2009	203 Crawford	Wynot	68790	138713	Richard M Higgins	402-286-4466
ENDLC	Wynot	1	2009	709 St James Ave, Box 157	Ashland	68792-0157	138717	Craig Pease	402-357-2121
ENDLC	Ashland-Ashland/Greenwood	2	2009	1200 Boyd Street	Bancroft	68003-1899	138217	Jon Cerny	402-944-2128
ENDLC	Bancroft-Bancroft/Rosalie	2	2009	708 Main Street, PO Box 129	Cedar Bluffs	680004-0129	138221	Walburn, Jeffrey R	402-648-3337
ENDLC	Cedar Bluffs	2	2009	110 E MAIN, BOX 66	Dodge	68015-0066	138229	Thomas Reeser	402-628-2060
ENDLC	Dodge	2	2009	209 N Ash St	Fremont	68633-3564	138507	Stephen Sexton	402-693-2207
ENDLC	Fremont (NO DL)	2	2009	1750 N Lincoln Ave	Fremont	68025-3299	138238	Mike Ough	402-727-3000
ENDLC	Fremont-ESU 2	2	2009	2320 North Colorado	Fremont	68026-0649	138244	Jeffrey E. Edwards	402-721-7710
ENDLC	Hooper-Logan View	2	2009	2163 County Road G	Lyons	68031-1259	195041	Fred J. Hansen	402-654-3317
ENDLC	Lyons-Lyons/Decatur	2	2009	400 S 5th St, Box 526	Mead	68038-0526	138260	George J.	402-687-2363
ENDLC	Northeast	2	2009	114 N Vine, PO Box 158		68041-0158	138264		402-624-2745

												Robertson	
ENDLC	North Bend	2	2009	530 W 13th St, PO Box 160	North Bend	68649-0160	138530		James P. Helvelka			402-652-3268	
ENDLC	Oakland-Oakland/Craig	2	2009	309 N Davis	Oakland	68045-1105	138268		David Jones			402-685-5661	
ENDLC	Prague	2	2009	201 Moravia, Box 98	Prague	68050-0098	138281		Gene Burton			402-663-4388	
ENDLC	Raymond-Raymond Central	2	2009	1800 West Agnew Road	Raymond	68428-9783	138420		Thomas L. Rother			402-785-2615	
ENDLC	Scribner-Scribner/Snyder	2	2009	400 Pebble, Box L	Scribner	68057-0549	138282		Richard A. Alt			402-664-2567	
ENDLC	Tekamah-Tekamah/Herman	2	2009	112 N 13th St	Tekamah	68061-1044	138287		Kevin M. Nolan			402-374-2157	
ENDLC	Wahoo	2	2009	2201 N Locust	Wahoo	68066-1093	138297		Edward C. Rastovski			402-443-3051	
ENDLC	West Point	2	2009	1200 E Washington, Box 188	West Point	68788-0188	138710		Turk Theodore J. De			402-372-5860	
ENDLC	Wisner-Wisner/Pilger	2	2009	801 18th St, Box 580	Wisner	68791-0580	138715		Alan Harms			402-529-3249	
ENDLC	Yutan	2	2009	1200 2nd St	Yutan	68073-3054	138310		Kevin Johnson			402-625-2243	
NE. NELA	Albion-Boone Central	7	2007	605 S 6th, Box 391	Albion	68620-0391	138478		Larry Lambert			402-395-2134	
Crossroads	Brainard-East Butler	7	2012	212 S Madison, PO Box 36	Brainard	68626-0036	138492		James Koontz			402-545-2081	
ENDLC	Clarkson	7	2009	649 Cherry St, Box 140	Clarkson	68629-0140	138498		Daniel Polk			402-892-3454	
Crossroads	Columbus	7	2012	2200 26th St PO Box 947	Columbus	68602	138477		Paul Hillyer			402-563-7000	
Crossroads	Columbus-ESU 7	7	2012	2657 44th Avenue	Columbus	68601-8537	138474		Norm Ronell			402-564-5753	
Crossroads	Columbus-Lakeview	7	2012	3744 83rd St	Columbus	68604	138470		Paul Calvert			402-563-2345	
Crossroads	David City	7	2012	750 D Street	David City	68632-1724	138504		Jerry L. Phillips			402-367-4590	
TVDEC-N	Genoa-Twin River H.S.	7	2009	816 Willard Ave, Box 640	Genoa	68640-0640	138517		Donald Q. Graff			402-993-2274	
ENDLC	Howells	7	2009	417 Center St, Box 159	Howells	68641-0159	138520		Thomas Reeser			402-986-1621	
Crossroads	Humphrey	7	2012	405 S 7th, Box 278	Humphrey	68648-0278	138523		Greg Sluts			402-923-1230	
ENDLC	Leigh	7	2009	310 Short St, Box 98	Leigh	68643-0098	138524		Grant R. Norgaard			402-487-2228	
Crossroads	Osceola	7	2012	565 S Kimmel, Box 198	Osceola	68651-0198	138534		Kenneth V. Heinz			402-747-3121	
Crossroads	Polk-High Plains	7	2012	345 S Pine, Box 29	Polk	68654-0029	220423		Dennis D. Gray			402-765-2271	
Crossroads	Rising City	7	2012	400 E Spruce, Box 160	Rising City	68658-0160	138539		Michael Derr			402-542-2216	
Crossroads	Schuyler Central	7	2012	401 Adam St	Schuyler	68661-2400	138547		Robin Stevens			402-352-3527	
Crossroads	Shelby	7	2012	650 N Walnut, Box 218	Shelby	68662-0218	138550		Larry C. Slick			402-527-5946	
Crossroads	Stromsburg-Cross County	7	2012	401 E 4th St, Box 525	Stromsburg	68666-0525	138557		Randy M. Page			402-764-2156	
NE. NELA	Battle Creek	8	2007	605 Martin St, PO Box 100	Battle Creek	68715-0100	138591		Jay Bellar			402-675-6905	
NVTP	Chambers	8	2006	201 South A St, Box 218	Chambers	68725-0218	138601		Robert Hanger			402-482-5233	
NVTP	Clearwater-NE Unified District 1	8	2006	501 Iowa St, Box 38	Clearwater	68726-0039	138602		William A Kuester,			402-893-2068	
NVTP	Elgin	8	2006	101 N 4th St, Box 399	Elgin	68636-0399	138510		Gayla G. Fredrickson			402-843-2455	
NE. NELA	Tilden-Elkhorn Valley	8	2007	711 Veterans Dr, Box 439	Elkhorn	68022-0439	138695		Ken Navratil			402-289-2579	
NVTP	Ewing	8	2006	416 N Spruce, Box 98	Ewing	68735-0098	138612		Fredrickson			402-626-7235	
NVTP	Lynch	8	2006	701 Hoffman St, Box 98	Lynch	68746-0098	138622		Nelson E. Dahl			402-569-2081	
NE. NELA	Madison	8	2007	700 S Kent, Box 450	Madison	68748-0450	138626		David L. Melick			402-454-3336	
NVTP	Neligh-ESU 8	8	2006	106 West 3rd	Neligh	68456-0089	138636		Randy Peck			402-887-5041	
NE. NELA	Neligh-Neligh/Oakdale	8	2007	600 J St, Box 149	Neligh	68756-0149	138633		Glen P. Morgan			402-887-4166	
NE. NELA	Newman Grove	8	2007	101 S 8th, Box 370	Newman Grove	68758-0370	138638		Herb Pokorny			402-447-2721	

NE. NELA	Norfolk	8	2007	801 Riverside Blvd, Box 139	Norfolk	68702-0139	138565	Randy A. Nelson	402-644-2500
NVTP	O'Neill	8	2006	540 E Hynes, Box 230	O'Neill	68763-0230	230976	Amy R. Shane	402-336-3775
NVTP	Orchard-NE Unified District 1	8	2006	425 E 4th, PO Box 269	Orchard	68764-0269	138656	William A. Kuester	402-893-2068
NE.NEDLC	Osmond	8	2007	202 W Prairie St, Box 458	Osmond	68765-0458	138658	Ted Hillman	402-748-3777
NVTP	Petersburg-Boone Central	8	2006	203 E Widman	Petersburg	68652		Larry Lambert	402-395-2134
NE. NELA	Pierce	8	2007	201 N Sunset	Pierce	68767-1816	138664	Daniel A. Navrkal	402-329-4677
NE.NEDLC	Plainview	8	2007	301 W Pilcher, PO Box 638	Plainview	68769-0638	138667	David Hamm	402-582-4993
NVTP	Elgin-Pope John Central Catholic	8	2006	303 Remington St	Elgin	68636-0179	78894	Jason Heitz Duane R.	402-843-5325
NVTP	Spencer-West Boyd Unified	8	2006	106 E Greig St, PO Box 109	Spencer	68777-0109	138677	Lechtenberg	402-775-2040
NE. NELA	Stanton	8	2007	1007 Kingwood St, Box 749	Stanton	68779-0749	138689	Michael J. Sieh	402-439-2233
NVTP	Stuart	8	2006	404 E 2nd, PO Box 99, Stuart	Stuart	68780-0099	138693	Robert J. Hanzlik Duane	402-924-3302
NVTP	West Boyd Unified-Butte	8	2006	401 Thayer St, PO Box 139	Butte	68722-0139	138597	Lechtenberg	402-589-2040
NVTP	West Holt Rural H.S.-Atkinson	8	2006	North Main, PO Box 457 600 Randolph West, PO Box 68	Atkinson	68713-0457	138572	William McAllister	402-367-4590
NVTP	Wheeler Central-Bartlett	8	2006		Bartlett	68622-0068	138487	Dan Hoesly Darrell K. Peterson	308-654-3273 402-387-2333
NCDLC	Ainsworth	17	2008	520 E 2nd St, PO Box 65 1002 East Zero St., PO Box 227	Ainsworth	69210-0065	139079		
NCDLC	Ainsworth-ESU 17	17	2008		Ainsworth	69210-0227	139081	Dennis Radford	402-563-7000
NCDLC	Cody-Cody/Kilgore	17	2008	360 W 4th St, PO Box 216	Cody	69211-0216	139088	Larry W. Sweley Katherine U.	402-823-4190
NCDLC	Springview-Keya Paha	17	2008	101 Football Ave, Box 219	Springview	68778-0219	138682	Meink	402-497-3501
NCDLC	Rock County H.S.-Bassett	17	2008	202 E Florence, Box 407	Bassett	68714-0407	138586	David Wade	402-684-3411
NCDLC	Valentine	17	2008	239 N Wood	Valentine	69201-1845	139067	Jamie S. Isom	402-376-3367
	Grand Island Schools	10	2007	2124 N Lafayette	Grand Island	68803-2099	138718	Steve Joel	308-385-5900
	Holdrege Public Schools	11	2007	600 12th Ave, PO Box 2002	Holdrege	68949-2002	138891	Cinde Wendell	308-995-6558
	Kearney Public Schools	10	2007	3610 6th Ave	Kearney	68845-2899	138779	Gary D. Needham Clarence T Chessmore	308-699-8060 308-324-4691
	Lexington Public Schools	10	2007	705 West 13th St	Lexington	68850-1665	138789		
	Lincoln Public Schools	18	2007	BOX 82889	Lincoln	68501-2889	138458	Gourley, E Susan	402-436-1000
	McCook Public Schools	15	2007	600 W 7th St	Mc Cook	69001-3078	138925	Rick G. Haney	308-345-5422
	ESU 10	10	2007	Box 850	Kearney	68848-0850	138783	Wayne A. Bell	308-237-5927
	ESU 11	11	2007	412 W 14th Ave Box 858	Holdrege	68949-0858	138890	Ron Karr	308-995-6585
	ESU 13	13	2007	4215 Avenue I	Scottsbluff	69361-4901	139199	H. Mark Hardy	308-635-3696
	ESU 15	15	2007	344 Main St PO Box 398	Trenton	69044-0398	146589	Brent McMurtry	308-334-5160
	ESU 16	16	2007	314 W First St Box 915	Ogallala	69153-0915	139028	Margene Beatty	308-284-8481
	ESU 18	18	2007	5901 O St PO Box 82889	Lincoln	68501-2889	138458	Dwayne Odvody	402-436-1610

APPENDIX A SCHEDULE 2: LIST OF HIGHER EDUCATION CONTACTS

Columbus - Central Community College

Alan Hartley Dean of Educational Services
Office: (402)461-2407
4500 63rd Street
Columbus, NE 68602-1027
Fax: (402)562-1201
Office: (402)-564-7132

Northeast Community College

Norfolk site

Lynne Koski, Dean of Administrative Services
(402) 844-7036 , Voice Mail #: 7036
801 East Benjamin Avenue
Norfolk, Nebraska 68702-0469
Phone: (402)371-2020

O'Neill site

Merri Schneider , Regional Coordinator
409 East Adams Street
O'Neill, NE 68763-1537
Fax: (402)336-1103
Office: (402)336-3590

South Sioux City site

Pam Miller, Regional Coordinator
3309 Daniels Lane
South Sioux City, NE 68776-0989
Fax: (402)241-6440
Office: (402)241-6400

West Point site

Terry Ramig, Regional Coordinator
539 E. Decatur Street
West Point, Nebraska 68788
Fax: (402)372-2670
Office: (402)372-2269

Wayne - Wayne State College

Carolyn Murphy Vice President for Administration & Finance
1111 Main Street
Wayne, NE 68787
Office: (402)375-7234

APPENDIX B: SCHEDULE 1

Service	Unit Monthly Recurring Charge	Unit Non-Recurring Charge
20 MG		
30 MG		
40 MG		
50 MG		
100 MG		
1,000 MG		

**If additional lines are needed, bidder may duplicate or extend the schedule.

Bidder may submit pricing for additional service. Cost evaluation will be made on services requested.

APPENDIX B: SCHEDULE 2

Service with Brand A High Bandwidth	Unit Monthly Recurring Charge	Unit Non-Recurring Charge	24x7 4 Hour Mtc. Monthly Charge Per Device	32 Hrs./On-Site Single Location Training Charge(if applicable)
40 MG				
50 MG				
100 MG				
1,000 MG				
Service with Brand A Low Bandwidth				
20 MG				
30 MG				
40 MG				

**If additional lines are needed, bidder may duplicate or extend the schedule.

Bidder may submit pricing for additional service. Cost evaluation will be made on services requested.

APPENDIX B: SCHEDULE 3

**Schedule 3 Leased
Router/Switch Pricing**

Router/Switch(Version, Model, etc..)	Brand	Total Monthly Recurring Charge	24x7 4 Hour Mtc. Monthly Charge Per Device	32 Hrs./On-Site Single Location Training Charge(if applicable)

**Schedule 3 Outright
Purchase Router/Switch
Pricing**

Router/Switch(Version, Model etc..)	Brand	Unit Purchase Price	24x7 4 Hour Mtc. Monthly Charge Per Device	32 Hrs./On-Site Single Location Training Charge(if applicable)

**Schedule 3 Optional Network
Equipment Pricing**

Network Equipment(Version, Model etc..)	Brief Description	Unit Purchase Price	Yearly Hardware Mtc. if applicable	Yearly Software Mtc. if applicable

**If additional lines are needed, bidder may duplicate or extend the schedule.

Bidder may submit pricing for additional service. Cost evaluation will be made on services requested.

APPENDIX B: SCHEDULE 4

Schedule 4 Internet Service - Omaha Pricing

Amount of Bandwidth Per Meg.	Total Transport/Internet Monthly Recurring Charge	Total Non-Recurring Charge
35 MG		
70 MG		
100 MG		

**If additional lines are needed, bidder may duplicate or extend the schedule.

Bidder may submit pricing for additional service. Cost evaluation will be made on services requested.

APPENDIX B: SCHEDULE 5

Schedule 5 Internet Service - Lincoln Pricing

Amount of Bandwidth Per Meg.	Total Transport/Internet Monthly Recurring Charge	Total Non-Recurring Charge
60 MG		
90 MG		
120 MG		

**If additional lines are needed, bidder may duplicate or extend the schedule.

Bidder may submit pricing for additional service. Cost evaluation will be made on services requested.

APPENDIX B: SCHEDULE 6

Schedule 6 Transport Pricing(McCook/North Platte to Lincoln/Omaha)

Service	Unit Monthly Recurring Charge	Unit Non-Recurring Charge
40 MG		
100 MG		
500 MG		
1,000 MG		

**If additional lines are needed, bidder may duplicate or extend the schedule.

Bidder may submit pricing for additional service. Cost evaluation will be made on services requested.

APPENDIX B: SCHEDULE 7

Schedule 7 Transport Pricing(Kearney to Lincoln/Omaha)

Service	Unit Monthly Recurring Charge	Unit Non-Recurring Charge
40 MG		
100 MG		
500 MG		
1,000 MG		

**If additional lines are needed, bidder may duplicate or extend the schedule.

Bidder may submit pricing for additional service. Cost evaluation will be made on services requested.

APPENDIX B: SCHEDULE 8

Schedule 8 Transport Pricing(Scottsbluff to Lincoln/Omaha)

Service	Unit Monthly Recurring Charge	Unit Non-Recurring Charge
40 MG		
100 MG		
500 MG		
1,000 MG		

**If additional lines are needed, bidder may duplicate or extend the schedule.

Bidder may submit pricing for additional service. Cost evaluation will be made on services requested.