

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

RETURN TO:  
 State Purchasing Bureau  
 301 Centennial Mall South, 1<sup>st</sup> 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
<b>RFP Number 1921Z1</b>	<b>March 19, 2007</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>April 16, 2007 at 2:00 p.m. Central Time</b>	<b>Todd Dlouhy / Ruth Gray</b>

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 1921Z1 for the purpose of selecting a qualified contractor to provide videoconferencing equipment and services, to upgrade and/or replace existing videoconferencing facilities and to purchase additional video codec devices for ad hoc videoconferencing.

Written questions are due no later than March 29, 2007 and should be submitted by e-mail to [matpurc@notes.state.ne.us](mailto:matpurc@notes.state.ne.us). Written questions may also be sent by facsimile to 402-471-2089.

Sealed proposals must be received in the State Purchasing Bureau, 301 Centennial Mall South, Mall Level, Lincoln, Nebraska 68508 on or before April 16, 2007 at 2:00 p.m. Central Time, at which time proposals will be publicly opened. Bidder should submit one (1) Original and seven (7) copies of the entire proposal. Proposals must be submitted by the proposal due date and time.

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

1. Proposals must be received in State Purchasing by the date and time of proposal opening indicated above. **NO late proposals will be accepted. NO fax proposals will be accepted.**
2. Proposals must meet all specifications of the RFP and terms and conditions of this form.
3. This form *"REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES"* **MUST** be manually signed, in ink, and returned by the proposal opening date and time along with your proposal and any other requirements as specified in the RFP in order to be considered for an award.

**CONTRACTOR MUST COMPLETE THE FOLLOWING**

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

FIRM: \_\_\_\_\_  
 COMPLETE ADDRESS: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 TYPED NAME & TITLE OF SIGNER: \_\_\_\_\_

**STATE OF NEBRASKA**  
**Lincoln, Nebraska**

**STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES SOLICITATION AND OFFER**

**It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address:**  
<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

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

**EXECUTION:** Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initialed by the contractor 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 contractors 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.

**Application Program Interface (API):** A set of routines provided in libraries that extends a language's functionality.

**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.

**Bandwidth:** In digital applications, this term refers to the speed at which data is transmitted. It is usually expressed in terms of bits per second. It is often used interchangeably with the term data rate.

**Bid Bond:** Ensures that contractor 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.

**Codec:** Short for Coder-Decoder; A codec is a device or software system capable of performing encoding and decoding on a digital data stream or signal.

**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.

**Data Rate:** This is the amount of digital information that a system can process and/or transmit. It is usually expressed in terms of bits per second. It is often used interchangeably with the term bandwidth.

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

**Distance Learning:** Distance learning is the delivery of educational experiences where the instructor(s) and student(s) are in different locations and engaging in learning at the same time (synchronously) or at different times (asynchronously). Synchronous distance learning typically involves 2-way interactive video delivered to two or more classrooms.

**Education Entity:** (Neb. Rev. Stat. 79-1332) Educational entity means a school district, a private, denominational, or parochial school, an educational service unit, a community college, a state college, the University of Nebraska, or a nonprofit private postsecondary educational institution.

**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.

**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."

**G.7XX:** A family of audio protocols with varying specifications as developed by the ITU. Examples include ITU-TG.722, ITU-TG.728.

**H.2XX:** A family of video protocols with varying specifications as developed by the ITU. Examples include H.261 and H.263. They are differentiated by the specific algorithms used to encode and decode video.

**H.3XX:** A family of communication protocols with varying specifications as developed by the ITU.

Each of these protocols have multiple options of video, audio and data protocols defined within them. Examples include: H.323 for transportation on an IP network and H.321 for transportation on an ATM network.

**High Definition (HD):** High-definition video output has an aspect ratio of 16:9 (1.78:1) and has a resolution of at least 720 lines per inch or a field of 1280 x 720 pixels.

**International Telecommunications Union (ITU):** ITU, headquartered in Geneva, Switzerland is an international organization within the United Nations System where governments and the private sector coordinate global telecom networks and services. Website: <http://www.itu.int/nome/index.html>.

**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.

**Megabits Per Second (Mbps):** Millions of bits per second.

**MIB:** A database of objects that can be monitored by an SNMP-based network management system. Standardized MIB formats allow any SNMP tool to monitor any device defined by a MIB.

**Motion Picture Experts Group (MPEG):** A body that defines protocols for digitally encoding video and audio. Some of the protocols defined by this group include; MPEG1, MPEG2, MPEG4.

**Motion-JPEG (M-JPEG):** A multimedia format where each video frame or interlaced field of a digital video sequence is separately compressed as a JPEG image. JPEG stands for Joint Photographic Experts Group.

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

**Network Nebraska:** Network Nebraska means the statewide education network created pursuant to Neb. Rev. Statute section 86-5,100.

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

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

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

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

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

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

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

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

**Standard Definition (SD):** Standard-definition video output has an aspect ratio of 4:3 and has a resolution of at least 480 lines per inch or a field of 720 x 480 pixels.

**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.

**Two-Way Interactive Video Distance Education Course:** Two-way interactive video distance education course means a distance education course in which a teacher delivers instruction to students in a different location than the teacher using two-way interactive video on at least two different days per week during the course.

**Unit of Measure (UOM):** A standard of basic quantity or increment by which something is divided, counted, or described

**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 1921Z1 for the purpose of selecting a qualified contractor to provide videoconferencing equipment and services, to upgrade and/or replace existing videoconferencing facilities and to purchase additional video codec devices for ad hoc videoconferencing.

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

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

### A. SCHEDULE OF EVENTS

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

	<b>ACTIVITY</b>	<b>DATE/TIME</b>
1	Release Request for Proposal	March 19, 2007
2	Site Visitation	March 21-April 5, 2007
3	Last Day to Submit Written Questions	March 29, 2007
4	State Responds to Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the internet at: <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	April 3, 2007
5	Proposal Opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	April 16, 2007 2:00 p.m. Central Time
6	Review for Conformance of Mandatory Requirements	April 16, 2007
7	Initial Evaluation Period	April 17-19, 2007
8	Post Letter of Intent to Contract to internet at: <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	April 20, 2007
9	Contract Award	May 4, 2007
10	Contractor Start Date	May 7, 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 point of contact for the procurement is as follows:

Name: Todd Dlouhy/Ruth Gray  
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](mailto: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 videoconferencing equipment and services, to upgrade and/or replace existing videoconferencing facilities and to purchase additional video codec devices for ad hoc videoconferencing at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as provided in the **Proposal Instructions** will not be considered.

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

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

### C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, **contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.**

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

The following exceptions to these restrictions are permitted:

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

3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this 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 1921Z1; Videoconferencing Equipment and Services Questions". It is preferred that questions be sent via e-mail to [matpurc@notes.state.ne.us](mailto: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 Todd Dlouhy/Ruth Gray, showing the total number of pages transmitted, and clearly marked "RFP Number 1921Z1; Videoconferencing Equipment and Services Questions".

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

#### **E. 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.

**F. 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.

**G. 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.

**H. 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. Cost Proposal

**I. 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.

**J. 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 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. 14<sup>th</sup> 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 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 \$1,000.00 dollars per day per site, until the deliverables are approved. Implementation for the first phase of the contract must be completed no later than close of business day on August 10, 2007.**

**CC. 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.

**DD. PROHIBITION AGAINST ADVANCE PAYMENT**

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

**EE. 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.

**FF. INVOICES**

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

**GG. 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.

**HH. 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.

**II. 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.

**JJ. 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.

**KK. HOLD HARMLESS**

The contractor agrees to hold the State 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.

**LL. LIMITATION OF LIABILITY**

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

**MM. 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.

**NN. 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.

**OO. 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.** 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.

**PP. 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.

**QQ. 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.

**RR. 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.

**SS. CONTRACTOR INDEMNIFICATION**

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

**TT. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

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

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

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

##### A. PROJECT OVERVIEW

The State of Nebraska is seeking proposals for videoconferencing equipment and services for education entities to upgrade and/or replace existing videoconferencing facilities and to purchase additional video codec devices for ad hoc videoconferencing.

The Chief Information Officer has been tasked by the Legislature to bid for such equipment and software and shall allow educational entities as defined in N.R.S. 79-1332 to participate in such statewide purchasing contracts. All equipment must meet or exceed the Nebraska Video and Audio Compression Standard for Synchronous Distance Learning and Videoconferencing, as detailed in the technical requirements.

[http://www.nitc.state.ne.us/standards/video/Video\\_Standard\\_20040909.pdf](http://www.nitc.state.ne.us/standards/video/Video_Standard_20040909.pdf)

In addition, other technical specifications have been detailed for each section of this RFP.

In addition, any eligible participant may also purchase off of this State contract. (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.)

##### B. SCOPE OF WORK

Currently, there are over 320 K-12 and higher education classrooms located across the State dedicated to JPEG/MPEG2 and H.323 videoconferencing exchange. Over the term of the three-year implementation plan of LB 1208 [See Appendix A—Possible LB 1208 Upgrade Plan], up to 145 JPEG classroom sites will be upgraded or replaced [Purchased from Sections 1, 2, 3 or 4]; up to 23 MPEG2 classroom sites will be upgraded or replaced [Purchased from Sections 1, 2, 3 or 4]; and up to 160 H.323 classroom sites will be updated with new videoconferencing equipment [Purchased from Sections 3, 4 and/or 5]. In addition, up to 100 roll-about IP videoconferencing carts may be purchased for ad hoc and regularly scheduled videoconferencing sessions. [Purchased from Sections 5 and 6].

The decision to **award** the various sections of the Request for Proposal will be based on cost only. The decision to **purchase** replacement technology for the 168 JPEG and MPEG2 static classrooms off of Sections 1, 2, 3, or 4 of the contract will be based upon the **total** replacement cost, including display devices and replacement or upgrade of legacy peripheral devices sustained by the education entity. The more economical the section bid, the more likely that the education entities will establish a purchasing convention from that section.

The total number of videoconferencing units being sought by municipal, county, state, federal public entity or political subdivisions within Nebraska is estimated to be **50-100** over the life of this contract, in addition to those purchased by education entities.

This RFP is divided up into six (6) sections and bidders may respond to one, some or all sections.

##### C. 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 12<sup>th</sup> month (~April 2008) from the effective date of the contract; the 24<sup>th</sup> month (~April 2009) from the effective date of the contract, and the 36<sup>th</sup> month (~April 2010) from the effective date of the contract.

#### **D. 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.

#### **E. SITE VISITATION**

If site visitations are desired, vendors must contact Lori Lopez Urdiales at [lori.lopezurdiales@cio.ne.gov](mailto:lori.lopezurdiales@cio.ne.gov) or 402-471-3560 to request a site visit to view current classroom configurations and distance learning equipment. Site visitations shall take place between March 21 and April 5, 2007.

#### **F. ADDITIONAL REQUIREMENTS**

The State of Nebraska recently awarded a statewide clearinghouse and software scheduling system contract to Qwest Interprise, Inc. for Renovo Software under Contract 22070 [[http://www.das.state.ne.us/materiel/purchasing/contracts/pdfs/22707\(o4\)awd.pdf](http://www.das.state.ne.us/materiel/purchasing/contracts/pdfs/22707(o4)awd.pdf)] as a response to RFP 1683Z1: <http://www.das.state.ne.us/materiel/purchasing/1683.htm>.

Consequently, **successful bidders for Sections 1, 2, 3, 4, 5 below must provide to Renovo Software, Inc. their API and/or MIB's as well as ongoing support for the API/MIB's.**

**Successful bidders must also provide (and keep current) at no charge two codecs of each type awarded to the Renovo test lab: 5666 Lincoln Drive, Suite 206; Edina, MN 55436, Phone: 952-931-0790 Fax: 952-931-9339.**

1. **Acceptance:** For reasons of this RFP, "Acceptance" within Sections 2, 4, 5 is attained when the site's technical support person agrees that the installed codec performs successfully on the 40Mbps IP WAN Ethernet network, when tested in a 4-way multipoint videoconference with three other sites and that it can be recognized and scheduled by the Renovo Software Clearinghouse and Scheduling System. In addition, there must be verification of:

- Reliability of 99.9% (3.6 seconds per hour) with no loss of Video, Audio or Sync
- IP Connectivity using Direct Connect to Single Endpoint, Connect to Multi Endpoints and M.C.U.
- ITU H.263 Compliance. (As defined by the International Telecommunications Union.)
- ITU H.264 Compliance. (As defined by the International Telecommunications Union.)
- ITU G.722 Compliance. (As defined by the International Telecommunications Union.)

- ITU G.728 Compliance. (As defined by the International Telecommunications Union.)
  - ITU G.729 Compliance. (As defined by the International Telecommunications Union.)
  - M.C.U to Multi Endpoints using Video Switching, Continuous Presence and Trans-Coding.
2. **Installation:** Completion of:
- Disconnect (If Necessary) existing Audio equipment, Video equipment and Audio and Video Monitors from present transport system.
  - Placing and mounting New Equipment.
  - Connecting existing Audio equipment, Video equipment and Audio and Video Monitors to New Equipment.
  - Powering up New Equipment.
  - Verifying New Equipment operation in accordance with Manufacturer's specifications.
3. **Maintenance:**
- Provide technical assistance through telephone conversation or e-mail, 8am-5pm CT, Monday-Friday, excluding holidays. Bidders may provide additional technical assistance terms under optional equipment.
  - To resolve technical problems by the end of the next work day of reported trouble.
  - Perform Annual Preventive Maintenance as defined by Equipments' Manufacturer.
  - If maintenance agreements are required as part of the codec equipment purchase, all maintenance costs shall be included as part of codec equipment cost in the RFP response.

**G. TECHNICAL REQUIREMENTS AND DELIVERABLES**

The following six sections represent the variety of products and configurations that are sought under this RFP. Product purchase numbers and usage is estimated and actual order numbers may vary.

**1. SECTION 1:**

**OVERVIEW**

Provide an IP-based codec replacement solution for the 1-send, 3-receive continuous view videoconferencing configuration to replace up to 145 of the Tektronix (Grass Valley) J-series DS-3 Video Codec and fiber transceivers AND up to 23 of the General DataComm (AHEAD) MAC500 MPEG2 codecs. The proposal will include codec equipment, cabling, warranty and maintenance, if required, shipped directly to each site location.

**TECHNICAL REQUIREMENTS**

Vendors must meet or exceed the minimum technical requirements listed. A 'No' on any item, except where options are allowed, shall invalidate the response on this section.

**1 X 3 video conferencing CODEC intended to replace the JPEG or MPEG2 codec devices in current static classrooms.**

**BIDDER INSTRUCTIONS**

**Bidder must respond to each of the following statements.** Specifications listed are conditions that must be met in order for a bidder to qualify for the award. A "yes" response means the bidder guarantees they can meet this condition. A "no" response means the bidder can not meet this condition. "Other" responses should be used only with a narrative response explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a

way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at it's sole discretion whether or not the vendor's alternative is an acceptable alternative.

**1. CODEC: 1 X 3 continuous view (without use of MCU)**

Yes\_\_\_ No\_\_\_ Other \_\_\_ Hardware codec device(s) OR Software based device

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Data Rate:**

Yes\_\_\_ No\_\_\_ Other \_\_\_ Minimum 384Kbps  
Yes\_\_\_ No\_\_\_ Other \_\_\_ Maximum of not less than 1.54 Mbps per channel

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Transport Protocol:**

Yes\_\_\_ No\_\_\_ Other \_\_\_ ITU H.323 Compliant 10/100 Ethernet port using RJ45  
Connector  
Yes\_\_\_ No\_\_\_ Other \_\_\_ ITU H.281 Compliant Far end control

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Video Standards and Protocols:**

Yes\_\_\_ No\_\_\_ Other \_\_\_ ITU H.263 Compliant, NTSC Format  
Yes\_\_\_ No\_\_\_ Other \_\_\_ ITU H.263+ Compliant, NTSC Format  
Yes\_\_\_ No\_\_\_ Other \_\_\_ ITU H.264 Compliant, NTSC Format  
Yes\_\_\_ No\_\_\_ Other \_\_\_ ITU H.239 Compliant (Multi Streaming)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Video Inputs:**

Yes\_\_\_ No\_\_\_ Other \_\_\_ 3 video (Composite )  
Yes\_\_\_ No\_\_\_ Other \_\_\_ 1 Video (XGA)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Video Outputs:**

Yes\_\_\_ No\_\_\_ Other \_\_\_ 3 video (Composite)  
Yes\_\_\_ No\_\_\_ Other \_\_\_ 1 Video (XGA)

Comments: \_\_\_\_\_

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**7. Ethernet Connections:**

Yes\_\_\_ No\_\_\_ Other \_\_\_ 10/100 Ethernet connectors

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. Audio Standards:**

Yes\_\_\_ No\_\_\_ Other \_\_\_ ITU G.728 Compliant, 3.4 kHz bandwidth  
Yes\_\_\_ No\_\_\_ Other \_\_\_ ITU G.729 Compliant, 3.4 kHz bandwidth  
Yes\_\_\_ No\_\_\_ Other \_\_\_ ITU G.722 Compliant, 7 kHz bandwidth

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Audio Input:**

Yes\_\_\_ No\_\_\_ Other \_\_\_ 3 Audio Balanced line level connections

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. Audio Output:**

Yes\_\_\_ No\_\_\_ Other \_\_\_ 3 Audio Balanced line level connections

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11. Audio Features:**

Yes\_\_\_ No\_\_\_ Other \_\_\_ 14 kHz wideband audio  
Yes\_\_\_ No\_\_\_ Other \_\_\_ Provides automatic gating threshold  
Yes\_\_\_ No\_\_\_ Other \_\_\_ Automatic Noise Reduction  
Yes\_\_\_ No\_\_\_ Other \_\_\_ Audio error concealment  
Yes\_\_\_ No\_\_\_ Other \_\_\_ Echo cancellation

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. Remote Interface:**

Yes\_\_\_ No\_\_\_ Other \_\_\_ Must integrate with Renovo Scheduling Software to  
remotely establish connections

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13. Upgradeability:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

Capable of remote software/firmware upgrade

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. Temperature Range:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

Operational: 32<sup>0</sup> F to + 95<sup>0</sup> F (0<sup>0</sup> C to 35<sup>0</sup> C)

Yes \_\_\_ No \_\_\_ Other \_\_\_

Survival: -4<sup>0</sup> F to + 140<sup>0</sup> F (-20<sup>0</sup> C to 60<sup>0</sup> C)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. Warranty:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

1-year limited warranty, including parts, labor, and software or version updates

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**16. Accessibility:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

Meets the Nebraska Technology Access Standards as detailed in Section III, Subsection TT

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**17. Optional HD Output:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

HD capabilities:

High Definition Display Output with 1280 x 720 resolution or higher and a frame rate of at least 30 frames per second.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**18. Optional 3-year Extended Warranty:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

3-Year Extended Warranty will cover the same items as the Manufacturer's original warranty for 3 years to start after expiration of One Year Warranty.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EQUIPMENT**

- 1. 1x3 Continuous View Multiple Codec Solution (as described in Section 1), includes shipping, cabling and maintenance, if required.

Brand and Model Number Bidding: \_\_\_\_\_

**2. SECTION 2**

**OVERVIEW**

Provide an IP-based codec replacement solution for the 1-send, 3-receive continuous view videoconferencing configuration to replace up to 145 of the Tektronix (Grass Valley) J-series DS-3 Video Codec and fiber transceivers AND up to 23 of the General DataComm (AHEAD) MAC500 MPEG2 codecs. The proposal will include codec equipment, cabling, warranty and maintenance, if required, installation, configuration with existing displays and room integration equipment, testing, and acceptance by educational service unit or building technical staff at each site.

**TECHNICAL REQUIREMENTS**

Vendors must meet or exceed the minimum technical requirements listed. A 'No' on any item, except where options are allowed, shall invalidate the response on this section.

**1 X 3 video conferencing CODEC intended to replace the JPEG or MPEG2 codec devices in current static classrooms.**

**BIDDER INSTRUCTIONS**

**Bidder must respond to each of the following statements.** Specifications listed are conditions that must be met in order for a bidder to qualify for the award. A "yes" response means the bidder guarantees they can meet this condition. A "no" response means the bidder can not meet this condition. "Other" responses should be used only with a narrative response explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at it's sole discretion whether or not the vendor's alternative is an acceptable alternative.

**1. CODEC: 1 X 3 continuous view (without use of MCU)**

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_

Hardware codec device(s) OR Software based device

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Data Rate:**

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_

Minimum 384Kbps

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_

Maximum of not less than 1.54 Mbps per channel

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Transport Protocol:**

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_

ITU H.323 Compliant 10/100 Ethernet port using RJ45 Connector

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_

ITU H.281 Compliant Far end control

Comments: \_\_\_\_\_

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**4. Video Standards and Protocols:**

Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_

ITU H.263 Compliant, NTSC Format  
ITU H.263+ Compliant, NTSC Format  
ITU H.264 Compliant, NTSC Format  
ITU H.239 Compliant (Multi Streaming)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Video Inputs:**

Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_

3 video (Composite )  
1 Video (XGA)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Video Outputs:**

Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_

3 video (Composite)  
1 Video (XGA)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. Ethernet Connections:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

10/100 Ethernet connectors

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. Audio Standards:**

Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_

ITU G.728 Compliant, 3.4 kHz bandwidth  
ITU G.729 Compliant, 3.4 kHz bandwidth  
ITU G.722 Compliant, 7 kHz bandwidth

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Audio Input:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

3 Audio Balanced line level connections

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. Audio Output:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

3 Audio Balanced line level connections

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11. Audio Features:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

14 kHz wideband audio

Yes \_\_\_ No \_\_\_ Other \_\_\_

Provides automatic gating threshold

Yes \_\_\_ No \_\_\_ Other \_\_\_

Automatic Noise Reduction

Yes \_\_\_ No \_\_\_ Other \_\_\_

Audio error concealment

Yes \_\_\_ No \_\_\_ Other \_\_\_

Echo cancellation

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. Remote Interface:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

Must integrate with Renovo Scheduling Software to remotely establish connections

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13. Upgradeability:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

Capable of remote software/firmware upgrade

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. Temperature Range:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

Operational: 32° F to + 95° F (0° C to 35° C)

Yes \_\_\_ No \_\_\_ Other \_\_\_

Survival: -4° F to + 140° F (-20° C to 60° C)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. Warranty:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

1-year limited warranty, including parts, labor, and software or version updates

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**16. Accessibility:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

Meets the Nebraska Technology Access Standards as

detailed in Section III, Subsection TT

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_ **17. Installation, Testing and Acceptance:**  
As defined in Section IV, F., 1., 2. and 3.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_ **18. Optional HD Output:**  
HD capabilities:  
High Definition Display Output with 1280 x 720 resolution or higher and a frame rate of 30 frames per second.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_ **19. Optional 3-year Extended Warranty:**  
3-Year Extended Warranty will cover the same items as the Manufacturer's original warranty for 3 years to start after expiration of One Year Warranty.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EQUIPMENT**

1. 1x3 Continuous View Multiple Codec Solution (as described in Section 2), includes shipping, cabling and maintenance if required.

Brand and Model Bidding: \_\_\_\_\_

**3. SECTION 3**

**OVERVIEW**

Provide an IP-based single codec and display solution to provide continuous split-screen viewing of up to four sites. Codec equipment may employ an internal MCU or software bridging. The proposal will include the codec equipment, cabling, warranty and maintenance, if required, large screen or digital projector displays only, shipped directly to each site location.

**TECHNICAL REQUIREMENTS**

Vendors must meet or exceed the minimum technical requirements listed. A 'No' on any item, except where options are allowed, shall invalidate the response on this section.

**1 X 3 video conferencing CODEC intended to replace the JPEG and MPEG2 codec**

**devices and replace the 27" or 32" high density monitors in current static classrooms.**

**BIDDER INSTRUCTIONS**

**Bidder must respond to each of the following statements.** Specifications listed are conditions that must be met in order for a bidder to qualify for the award. A "yes" response means the bidder guarantees they can meet this condition. A "no" response means the bidder can not meet this condition. "Other" responses should be used only with a narrative response explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at it's sole discretion whether or not the vendor's alternative is an acceptable alternative.

**1. CODEC: 1 X 3 continuous view (with use of MCU)**

Yes\_\_\_ No\_\_\_ Other \_\_\_

Hardware codec device(s) OR Software based device

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Monitor Display System: (must provide two of the below)**

Yes\_\_\_ No\_\_\_ Other \_\_\_

16x9 TV or monitor width not less than 42" with built-in or external power speakers OR

Yes\_\_\_ No\_\_\_ Other \_\_\_

LCD or DLP 3000 lumens video/data projector with external powered speakers

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Data Rate:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

Minimum 384Kbps

Yes\_\_\_ No\_\_\_ Other \_\_\_

Maximum of not less than 1.54 Mbps per channel

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Transport Protocol:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.323 Compliant 10/100 Ethernet port using RJ45 Connector

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.281 Compliant Far end control

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Video Standards and Protocols:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.263 Compliant, NTSC Format

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.263+ Compliant, NTSC Format

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.264 Compliant, NTSC Format

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.239 Compliant (Multi Streaming)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Video Inputs:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

3 video (Composite )

Yes\_\_\_ No\_\_\_ Other \_\_\_

1 Video (XGA)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. Video Outputs:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

3 video (Composite)

Yes\_\_\_ No\_\_\_ Other \_\_\_

1 Video (XGA)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. Ethernet Connections:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

10/100 Ethernet connectors

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Audio Standards:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU G.728 Compliant, 3.4 kHz bandwidth

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU G.729 Compliant, 3.4 kHz bandwidth

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU G.722 Compliant, 7 kHz bandwidth

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. Audio Input:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

3 Audio Balanced line level connections

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11. Audio Output:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

3 Audio Balanced line level connections

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_

**12. Audio Features:**

14 kHz wideband audio  
Provides automatic gating threshold  
Automatic Noise Reduction  
Audio error concealment  
Echo cancellation

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yes \_\_\_ No \_\_\_ Other \_\_\_

**13. Remote Interface:**

Must integrate with Renovo Scheduling Software to remotely establish connections

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yes \_\_\_ No \_\_\_ Other \_\_\_

**14. Upgradeability:**

Capable of remote software/firmware upgrade

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_

**15. Temperature Range:**

Operational: 32<sup>0</sup> F to + 95<sup>0</sup> F (0<sup>0</sup> C to 35<sup>0</sup> C)  
Survival: -4<sup>0</sup> F to + 140<sup>0</sup> F (-20<sup>0</sup> C to 60<sup>0</sup> C)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yes \_\_\_ No \_\_\_ Other \_\_\_

**16. Warranty:**

1-year limited warranty, including parts, labor, and software or version updates

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yes \_\_\_ No \_\_\_ Other \_\_\_

**17. Accessibility:**

Meets the Nebraska Technology Access Standards as detailed in Section III, Subsection TT

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yes \_\_\_ No \_\_\_ Other \_\_\_

**19. Optional HD Output:**

HD capabilities:  
High Definition Display Output with 1280 x 720 resolution or higher and a frame rate of 30 frames per second.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_\_

**20. Optional 3-year Extended Warranty:**  
3-Year Extended Warranty will cover the same items as the Manufacturer's original warranty for 3 years to start after expiration of One Year Warranty.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EQUIPMENT**

1. 1x3 Continuous View Single Codec (as described in Section 3), includes shipping, cabling and maintenance, if required.  
Brand and Model Number Bidding: \_\_\_\_\_

2. Monitor Display System  
Brand, Model Number and Size Bidding: \_\_\_\_\_

3. Projector Display System  
Brand and Model Number Bidding: \_\_\_\_\_

**4. SECTION 4**

**OVERVIEW**

Provide an IP-based single codec and display solution to provide continuous split-screen viewing of up to four sites in a stationary mount. Codec equipment may employ an internal MCU or software bridging. The proposal will include the codec equipment, cabling, mounting, warranty and maintenance, if required, large screen or digital projector displays, installation, configuration with legacy audio equipment, testing, and acceptance by educational service unit or building technical staff at each site.

**TECHNICAL REQUIREMENTS**

Vendors must meet or exceed the minimum technical requirements listed. A 'No' on any item, except where options are allowed, shall invalidate the response on this section.

**1 X 3 video conferencing CODEC intended to replace the JPEG and MPEG2 codec devices and replace the 27" or 32" high density monitors in current static classrooms.**

**BIDDER INSTRUCTIONS**

**Bidder must respond to each of the following statements.** Specifications listed are conditions that must be met in order for a bidder to qualify for the award. A "yes" response means the bidder guarantees they can meet this condition. A "no" response means the bidder can not meet this condition. "Other" responses should be used only with a narrative response explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an

acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at it's sole discretion whether or not the vendor's alternative is an acceptable alternative.

**1. CODEC: 1 X 3 continuous view (with use of MCU)**

Yes\_\_\_ No\_\_\_ Other \_\_\_

Hardware codec device(s) OR Software based device

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Monitor Display System:** (must provide two of the below)

Yes\_\_\_ No\_\_\_ Other \_\_\_

16x9 TV or monitor width not less than 42" with built-in or external power speakers OR

Yes\_\_\_ No\_\_\_ Other \_\_\_

LCD or DLP 3000 lumens video/data projector with external powered speakers

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Data Rate:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

Minimum 384Kbps

Yes\_\_\_ No\_\_\_ Other \_\_\_

Maximum of not less than 1.54 Mbps per channel

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Transport Protocol:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.323 Compliant 10/100 Ethernet port using RJ45 Connector

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.281 Compliant Far end control

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Video Standards and Protocols:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.263 Compliant, NTSC Format

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.263+ Compliant, NTSC Format

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.264 Compliant, NTSC Format

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.239 Compliant (Multi Streaming)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Video Inputs:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

3 video (Composite )

Yes\_\_\_ No\_\_\_ Other\_\_\_ 1 Video (XGA)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. Video Outputs:**

Yes\_\_\_ No\_\_\_ Other\_\_\_ 3 video (Composite)  
Yes\_\_\_ No\_\_\_ Other\_\_\_ 1 Video (XGA)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. Ethernet Connections:**

Yes\_\_\_ No\_\_\_ Other\_\_\_ 10/100 Ethernet connectors

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Audio Standards:**

Yes\_\_\_ No\_\_\_ Other\_\_\_ ITU G.728 Compliant, 3.4 kHz bandwidth  
Yes\_\_\_ No\_\_\_ Other\_\_\_ ITU G.729 Compliant, 3.4 kHz bandwidth  
Yes\_\_\_ No\_\_\_ Other\_\_\_ ITU G.722 Compliant, 7 kHz bandwidth

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. Audio Input:**

Yes\_\_\_ No\_\_\_ Other\_\_\_ 3 Audio Balanced line level connections

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11. Audio Output:**

Yes\_\_\_ No\_\_\_ Other\_\_\_ 3 Audio Balanced line level connections

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. Audio Features:**

Yes\_\_\_ No\_\_\_ Other\_\_\_ 14 kHz wideband audio  
Yes\_\_\_ No\_\_\_ Other\_\_\_ Provides automatic gating threshold  
Yes\_\_\_ No\_\_\_ Other\_\_\_ Automatic Noise Reduction  
Yes\_\_\_ No\_\_\_ Other\_\_\_ Audio error concealment  
Yes\_\_\_ No\_\_\_ Other\_\_\_ Echo cancellation

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13. Remote Interface:**

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_

Must integrate with Renovo Scheduling Software to remotely establish connections

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. Upgradeability:**

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_

Capable of remote software/firmware upgrade

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. Temperature Range:**

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_

Operational: 32<sup>0</sup> F to + 95<sup>0</sup> F (0<sup>0</sup> C to 35<sup>0</sup> C)

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_

Survival: -4<sup>0</sup> F to + 140<sup>0</sup> F (-20<sup>0</sup> C to 60<sup>0</sup> C)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**16. Warranty:**

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_

1-year limited warranty, including parts, labor, and software or version updates

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**17. Accessibility:**

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_

Meets the Nebraska Technology Access Standards as detailed in Section III, Subsection TT

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**18. Installation, Testing and Acceptance:**

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_

As defined in Section IV, F., 1., 2. and 3.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**19. Optional HD Output**

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_

HD capabilities:

High Definition Display Output with 1280 x 720 resolution or higher and a frame rate of 30 frames per second.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_\_

**20. Optional 3-year Extended Warranty**  
3-Year Extended Warranty will cover the same items as the Manufacturer's original warranty for 3 years to start after expiration of One Year Warranty.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EQUIPMENT**

- 1. 1x3 Continuous View Single Codec (as described in Section 4), includes shipping, cabling and maintenance if required.  
Brand and Model Number Bidding: \_\_\_\_\_
  
- 2. Monitor Display System  
Brand, Model Number and Size Bidding: \_\_\_\_\_
  
- 3. Projector Display System  
Brand and Model Number Bidding: \_\_\_\_\_

**5. SECTION 5**

**OVERVIEW**

Provide an IP-based single codec and display solution to provide continuous split-screen viewing of up to four sites in a movable cart configuration. Codec equipment may employ an internal MCU or software bridging. The proposal will include the codec equipment, cabling, cart, display or data/video projector, two microphones, one camera, warranty and maintenance, if required, installation, testing, and acceptance by educational service unit or building technical staff at each site.

**TECHNICAL REQUIREMENTS**

Vendors must meet or exceed the minimum technical requirements listed. A 'No' on any item, except where options are allowed, shall invalidate the response on this section.

**1 X 3 video conferencing solution to include 1x3 codec with internal MCU, cart, display or data/video projector, 2 microphones, one camera, and other devices as required to make this a complete integrated unit.**

**BIDDER INSTRUCTIONS**

**Bidder must respond to each of the following statements.** Specifications listed are conditions that must be met in order for a bidder to qualify for the award. A "yes" response means the bidder guarantees they can meet this condition. A "no" response means the bidder can not meet this condition. "Other" responses should be used only with a narrative response explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an

acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at it's sole discretion whether or not the vendor's alternative is an acceptable alternative.

**1. CODEC: 1 X 3 continuous view (must provide one of the below)**

Yes\_\_\_ No\_\_\_ Other \_\_\_

Hardware codec device(s) OR Software based device

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Data Rate:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

Minimum 384Kbps

Yes\_\_\_ No\_\_\_ Other \_\_\_

Maximum of not less than 1.54 Mbps per channel

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Transport Protocol:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.323 Compliant 10/100 Ethernet port using RJ45 Connector

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.281 Compliant Far end control

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Video Standards and Protocols:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.263 Compliant, NTSC Format

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.263+ Compliant, NTSC Format

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.264 Compliant, NTSC Format

Yes\_\_\_ No\_\_\_ Other \_\_\_

ITU H.239 Compliant (Dual Streaming)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Video Inputs:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

3 video (Composite)

Yes\_\_\_ No\_\_\_ Other \_\_\_

1 Video (VGA)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Video Outputs:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

3 video (Composite and/or S-Video)

Yes\_\_\_ No\_\_\_ Other \_\_\_

1 Video (VGA)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. Camera:**

Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_

Self-contained camera as part of the codec unit  
OR Stand alone camera  
Pan/tilt/zoom (PTZ) camera  
10 x Zoom (optical);  
60° field of view  
Tilt Range: +/- 25° (Vertical-up/down)  
Pan Range: +/- 90° (Horizontal-Left/Right)  
1/3" CCD NTSC

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. Audio Standards:**

Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_

ITU G.728 Compliant, 3.4 kHz bandwidth  
ITU G.729 Compliant, 3.4 kHz bandwidth  
ITU G.722 Compliant, 7 kHz bandwidth

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Audio Input:**

Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_

2 Mono Audio Microphone level  
1 Stereo Audio Unbalanced line level (Phono/RCA)  
1 Stereo Audio Balanced line level

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. Audio Output:**

Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_

1 Mono Audio Balanced line level  
1 Stereo Audio Unbalanced line level Phono/RCA)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11. Microphone:**

Yes\_\_\_ No\_\_\_ Other\_\_\_

Two Omni directional microphones, 360 degrees pickup

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. Audio Features:**

Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_

14 kHz wideband audio  
Automatic Microphone Mixer  
Provides automatic gating threshold  
Echo canceller/s  
Automatic Noise Reduction  
Audio error concealment

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13. Cart Specifications:**

Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_  
  
Yes\_\_\_ No\_\_\_ Other\_\_\_  
  
Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_  
  
Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_

Display Picture Height minimum 48"  
Work space area (top surface) large enough to accommodate display, accessories, and codec (if such design)  
All top surface devices (displays, etc) must be firmly secured to cart  
Monopod attached if required for separate camera  
Shelving as required to support the devices  
Wheels minimum 5" diameter  
Surge Protected Power strip with power switch and enough outlets for equipment provided plus two additional outlets.  
15 foot power cord with cord management system  
15 foot Cat6 Ethernet cable with RJ45 connectors

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. Monitor Display System:** (must provide one of the below)

Yes\_\_\_ No\_\_\_ Other\_\_\_  
Yes\_\_\_ No\_\_\_ Other\_\_\_

16x9 TV or monitor width not less than 42" with built-in or external power speakers OR  
LCD or DLP 3000 lumens video/data projector with external powered speakers

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. Remote Codec Control:**

Yes\_\_\_ No\_\_\_ Other\_\_\_

Must integrate with Renovo Scheduling Software

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**16. Upgradeability:**

Yes\_\_\_ No\_\_\_ Other\_\_\_

Capable of remote software/firmware upgrade

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**17. Temperature Range:**

Yes\_\_\_ No\_\_\_ Other \_\_\_  
Yes\_\_\_ No\_\_\_ Other \_\_\_

Operational: 32<sup>0</sup> F to + 95<sup>0</sup> F (0<sup>0</sup> C to 35<sup>0</sup> C)  
Survival: -4<sup>0</sup> F to + 140<sup>0</sup> F (-20<sup>0</sup> C to 60<sup>0</sup> C)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**18. Power:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

Less than 85 watts

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**19. Warranty:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

1-year limited warranty, including parts, labor, and software or version updates

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**20. Accessibility:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

Meets the Nebraska Technology Access Standards as detailed in Section III, Subsection TT

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**21. Installation, Testing and Acceptance:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

As defined in Section IV, F., 1., 2. and 3.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**22. Optional HD capabilities:**

Yes\_\_\_ No\_\_\_ Other \_\_\_

High Definition capable Codec with 1280 x 720 resolution or higher and a frame rate of at least 30 frames per second

Yes\_\_\_ No\_\_\_ Other \_\_\_

High Definition camera

Yes\_\_\_ No\_\_\_ Other \_\_\_

High Definition TV or Monitor not less than 42"

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**23. Optional 3-year Extended Warranty:**

Yes\_\_\_\_ No\_\_\_\_ Other \_\_\_\_\_

3-Year Extended Warranty will cover the same items as the Manufacturer’s original warranty for 3 years to start after expiration of One Year Warranty.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EQUIPMENT**

1. 1x3 Continuous View Single Codec on rollabout cart (as described in Section 5), includes shipping and cabling.

Brand and Model Number Bidding (Codec): \_\_\_\_\_

Brand and Model Number Bidding (Cart): \_\_\_\_\_

2. Monitor Display System

Brand, Model Number and Size Bidding: \_\_\_\_\_

3. Projector Display System

Brand and Model Number Bidding: \_\_\_\_\_

**6. SECTION 6**

**OVERVIEW**

Provide an IP-based single codec and display solution to provide point-to-point ad hoc videoconferencing in a movable cart configuration. The proposal will include the codec equipment, cabling, cart, display, one microphone, camera, warranty and maintenance, if required, shipped directly to each site location.

**TECHNICAL REQUIREMENTS**

Vendors must meet or exceed the minimum technical requirements listed. A ‘No’ on any item, except where options are allowed, shall invalidate the response on this section.

**1 X 1 video conferencing cart to include 1x1 codec with camera, cart, display, 1 microphone, and other devices as required to make this a complete integrated unit.**

**BIDDER INSTRUCTIONS**

**Bidder must respond to each of the following statements.** Specifications listed are conditions that must be met in order for a bidder to qualify for the award. A “yes” response means the bidder guarantees they can meet this condition. A “no” response means the bidder can not meet this condition. “Other” responses should be used only with a narrative response explaining in detail any deviation from the bidder’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at it’s sole discretion whether or not the vendor’s alternative is an acceptable alternative.

**1. Codec: 1 X 1 codec**

Yes \_\_\_ No \_\_\_ Other \_\_\_

Hardware based Codec OR Software based CODEC

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Data Rate:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

Minimum 128Kbps

Yes \_\_\_ No \_\_\_ Other \_\_\_

Maximum of not less than 768 Kbps per channel

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Transport Protocol:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

ITU H.323 Compliant 10/100 Ethernet port using RJ45 Connector

Yes \_\_\_ No \_\_\_ Other \_\_\_

ITU H.281 Compliant Far end control

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Video Standards and Protocols:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

ITU H.263 Compliant, NTSC Format

Yes \_\_\_ No \_\_\_ Other \_\_\_

ITU H.263+ Compliant, NTSC Format

Yes \_\_\_ No \_\_\_ Other \_\_\_

ITU H.264 Compliant, NTSC Format

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Video Inputs:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

3 video (Composite and/or S-Video)

Yes \_\_\_ No \_\_\_ Other \_\_\_

1 Video (VGA)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Video Outputs:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

3 video (Composite)

Yes \_\_\_ No \_\_\_ Other \_\_\_

1 Video (VGA)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yes \_\_\_ No \_\_\_ Other \_\_\_  
 Yes \_\_\_ No \_\_\_ Other \_\_\_  
 Yes \_\_\_ No \_\_\_ Other \_\_\_  
 Yes \_\_\_ No \_\_\_ Other \_\_\_  
 Yes \_\_\_ No \_\_\_ Other \_\_\_  
 Yes \_\_\_ No \_\_\_ Other \_\_\_

**7. Camera:**

Self-contained camera as part of the codec unit  
 OR Stand alone camera  
 Pan/tilt/zoom (PTZ) camera  
 10 x Zoom (optical);  
 60° field of view  
 Tilt Range: +/- 25° (Vertical-up/down)  
 Pan Range: +/- 90° (Horizontal-Left/Right)  
 1/3" CCD NTSC

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Yes \_\_\_ No \_\_\_ Other \_\_\_  
 Yes \_\_\_ No \_\_\_ Other \_\_\_  
 Yes \_\_\_ No \_\_\_ Other \_\_\_

**8. Audio Standards:**

ITU G.728 Compliant, 3.4 kHz bandwidth  
 ITU G.729 Compliant, 3.4 kHz bandwidth  
 ITU G.722 Compliant, 7 kHz bandwidth

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Yes \_\_\_ No \_\_\_ Other \_\_\_  
 Yes \_\_\_ No \_\_\_ Other \_\_\_  
 Yes \_\_\_ No \_\_\_ Other \_\_\_

**9. Audio Input:**

2 Mono Audio Microphone level  
 1 Stereo Audio Unbalanced line level (Phono/RCA)  
 1 Stereo Audio Balanced line level

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Yes \_\_\_ No \_\_\_ Other \_\_\_  
 Yes \_\_\_ No \_\_\_ Other \_\_\_

**10. Audio Output:**

1 Mono Audio Balanced line level  
 1 Stereo Audio Unbalanced line level (Phono/RCA)

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Yes \_\_\_ No \_\_\_ Other \_\_\_

**11. Microphone:**

One Omni directional microphone, 360 degrees pickup

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Yes \_\_\_ No \_\_\_ Other \_\_\_  
 Yes \_\_\_ No \_\_\_ Other \_\_\_  
 Yes \_\_\_ No \_\_\_ Other \_\_\_

**12. Audio Features:**

14 kHz wideband audio  
 Automatic Microphone Mixer  
 Provides automatic gating threshold

Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_

Echo canceller/s  
Automatic Noise Reduction  
Audio error concealment

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13. Cart Specifications:**

Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_

Height minimum 32"  
Work space area (top surface) large enough to accommodate display and codec  
All top surface devices (displays, etc) must be firmly secured to cart  
Shelving as required to support devices  
Wheels minimum 5" diameter  
Surge Protected Power strip with power switch and enough outlets for equipment provided plus two additional outlets.  
15 foot power cord to cart with cord management system  
15 foot Cat6 Ethernet cable with RJ45 connectors

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. Monitor Display System:** (must provide one of the below)

Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_

4x3 Monitor/TV not less than 27" OR  
16x9 Monitor/TV with an HD15 connector not less than 42" with built-in or external power speakers OR  
LCD or DLP 3000 lumens video/data projector with external powered speakers

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. Upgradeability:**

Yes \_\_\_ No \_\_\_ Other \_\_\_

Capable of remote software/firmware upgrade

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**16. Temperature Range:**

Yes \_\_\_ No \_\_\_ Other \_\_\_  
Yes \_\_\_ No \_\_\_ Other \_\_\_

Operational: 32<sup>0</sup> F to + 95<sup>0</sup> F (0<sup>0</sup> C to 35<sup>0</sup> C)  
Survival: -4<sup>0</sup> F to + 140<sup>0</sup> F (-20<sup>0</sup> C to 60<sup>0</sup> C)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**17. Power:**  
Less than 85 watts

Yes \_\_\_ No \_\_\_ Other \_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**18. Warranty:**  
1-year limited warranty, including parts, labor, and software or version updates

Yes \_\_\_ No \_\_\_ Other \_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**19. Accessibility:**  
Meets the Nebraska Technology Access Standards as detailed in Section III, Subsection TT

Yes \_\_\_ No \_\_\_ Other \_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**20. Optional HD capabilities:**  
High Definition capable Codec with 1280 x 720 resolution or higher and a frame of 30 frames per second  
High Definition camera  
High Definition TV or Monitor with width not less than 42"

Yes \_\_\_ No \_\_\_ Other \_\_\_

Yes \_\_\_ No \_\_\_ Other \_\_\_

Yes \_\_\_ No \_\_\_ Other \_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**21. Optional 3-year Extended Warranty:**  
3-Year Extended Warranty will cover the same items as the Manufacturer's original warranty for 3 years to start after expiration of One Year Warranty.

Yes \_\_\_ No \_\_\_ Other \_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EQUIPMENT**

1. 1x1 Single Codec Videoconferencing on rollabout cart (as described in Section 6), includes shipping and cabling.  
Brand and Model Number Bidding (Codec): \_\_\_\_\_  
Brand and Model Number Bidding (Cart): \_\_\_\_\_

2. Monitor Display System  
Brand, Model Number and Size Bidding: \_\_\_\_\_

3. Projector Display System  
Brand and Model Number Bidding: \_\_\_\_\_

**Schedule A**  
**Cost Proposals for Sections 1, 3, 6**  
**Not Requiring Installation**

<b>Section 1</b>	Unit of Measure	Est. Usage	Unit Price	Extended Price
1x3 Continuous View Multiple Codec Solution (as described in Section 1), includes shipping, cabling and maintenance, if required.	ea	165		
Optional HD Output	ea	165		
Optional 3-year Extended Warranty	ea	165		
Optional Equipment (List Below)	ea	100		

<b>Section 3</b>	Unit of Measure	Est. Usage	Unit Price	Extended Price
1x3 Continuous View Single Codec (as described in Section 3), includes shipping, cabling and maintenance, if required.	ea	165		
Monitor Display System	ea	165		
Projector Display System	ea	165		
Optional HD Output	ea	165		
Optional 3-year Extended Warranty	ea	165		
Optional Equipment (List Below)	ea	100		

**Note: If vendor bids 2 Monitor Display Systems or 2 Projector Display systems, 330 will be used for the estimated usage for evaluation of the cost of the display system.**

<b>Section 6</b>	Unit of Measure	Est. Usage	Unit Price	Extended Price
1x1 Single Codec Videoconferencing on rollabout cart (as described in Section 6), includes shipping, cabling and maintenance if required	ea	50		
Monitor or Monitor Display System (identify)	ea	50		
Optional HD Output	ea	50		
Optional 3-year Extended Warranty	ea	50		
Optional Equipment (List Below)	ea	50		

**For the cost proposal, the State shall use the quantity in the estimated usage in each section for figuring the firm fixed price.**

**Schedule B**

**Cost Proposals for Sections 2, 4, 5**

**Requiring Installation**

<b>Section 2</b>	Unit of Measure	Est. Usage	Unit Price	Extended Price
1x3 Continuous View Multiple Codec Solution (as described in Section 2), includes shipping, cabling and maintenance, if required.	ea	165		
Installation, Testing, Acceptance	ea	165		
Optional HD Output	ea	165		
Optional 3-year Extended Warranty	ea	165		
Optional Equipment (List Below)	ea	100		

<b>Section 4</b>	Unit of Measure	Est. Usage	Unit Price	Extended Price
1x3 Continuous View Single Codec (as described in Section 4), includes shipping, cabling and maintenance, if required.	ea	165		
Monitor Display System	ea	165		
Projector Display System	ea	165		
Installation, Testing, Acceptance	ea	165		
Optional HD Output	ea	165		
Optional 3-year Extended Warranty	ea	165		
Optional Equipment (List Below)	ea	100		

**Note: If vendor bids 2 Monitor Display Systems or 2 Projector Display systems, 330 will be used for the estimated usage for evaluation of the cost of the display system.**

<b>Section 5</b>	Unit of Measure	Est. Usage	Unit Price	Extended Price
1x3 Continuous View Single Codec on rollabout cart (as described in Section 5), includes shipping, cabling and maintenance if required	ea	100		
Monitor or Projector Display System (identify)	ea	100		
Installation, Testing, Acceptance	ea	100		
Optional HD Output	ea	100		
Optional 3-year Extended Warranty	ea	100		
Optional Equipment (List Below)	ea	100		

**For the cost proposal, the State shall use the quantity in the estimated usage in each section for figuring the firm fixed price.**

## Appendix A

### LB 1208 Upgrade Plan

Date/Consortium	ESUs	tot. # sites	# H.S./ ESUs	Contract Expiration	Backbone Aggregation point	Video
<b>Summer 2007</b>	FY2007-08					
NE.NEDLC	1 (Wakefield)	9	9	2007	Norfolk or Omaha	JPEG
ENDLC	1 (Wakefield) 2 (Fremont)	42	41	2009	Norfolk or Lincoln	JPEG
Crossroads	7 (Columbus) [plus Twin Rivers-Genoa]	14	13	2012	Norfolk or Omaha	MPEG2
NVTP	8 (Neligh)	14	14	2006	Norfolk or Omaha	JPEG
NE.NELA	8 (Neligh)	14	9	2007	Norfolk or Omaha	JPEG
NCDLC	17 (Ainsworth)	6	6	2008	Norfolk or Omaha	JPEG
DL Equipment	(includes 4 schools without fiber)	<b>99</b>	<b>92</b>			
<b>Summer 2008</b>	FY2008-09					
CNDEC	9 (Hastings)	21	18	2009	G.I. or Kearney	JPEG
TriValley-N	7 (Columbus) 10 (Kearney)	11	11	2009	G.I. or Kearney	JPEG
<i>TriValley-S</i>	<i>10 (Kearney) 11 (Holdrege)</i>	33	31	2015	<i>G.I. or Kearney</i>	<i>H.264</i>
STEP	10 (Kearney)	9	9	2012	G.I. or Kearney	MPEG2
SWDLC	15 (Trenton) 16 (North Platte)	42	36	2010?	<i>G.I. or North Platte</i>	<i>H.264</i>
WNDLC	13 (Scottsbluff/Sidney)	28	26	2009	Scottsbluff or Lincoln	JPEG
DL Equipment	(includes 7 schools without fiber)	<b>144</b>	<b>131</b>			
<b>Summer 2009</b>	FY2009-10					
<i>SNLDC</i>	<i>3 (Millard) 4 (Auburn) 5 (Beatrice) 6 (Milford)</i>	77	71	2011	<i>Lincoln</i>	<i>H.264</i>
<i>LPS</i>	<i>18 (Lincoln)</i>	9	9	2014	<i>Lincoln</i>	<i>H.264</i>
OPS	19 (Omaha)	8	8	NA	Omaha	NA
Fiberless Schools	(17 included among 2007-09 upgrades)	0	0	NA		NA
DL Equipment	(includes 6 schools without fiber)	94	<b>88</b>			
<b>Total Sites</b>		337	<b>311</b>			

*Italicized Sites* = Already upgraded to IP, needing backbone connection

