

**BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554**

IN THE MATTER OF:	)	CC Docket No. 02-6
	)	
REQUEST FOR REVIEW BY THE	)	Form 471 Application No. 171005337
LINCOLN PUBLIC SCHOOL DISTRICT	)	Form 471 Application No. 171006482
OF DECISION OF UNIVERSAL	)	
SERVICE ADMINISTRATOR	)	
	)	INDEX OF EVIDENCE
SCHOOLS AND LIBRARIES	)	
UNIVERSAL SERVICE SUPPORT	)	
MECHANISM	)	

Lancaster County School District 001, also known as the Lincoln Public School District (hereinafter “School”), pursuant to 47 C.F.R. § 54.721(b), hereby submits the following attached documents and evidentiary materials in support of its appeal / request for review of the decisions by the Universal Service Administrative Company:

1. Exhibit A – School’s 2017 Wide Area Network Request for Proposal #8778;
2. Exhibit B – School’s Core and Edge Switching Request for Proposal #8781;
3. Exhibit C – School’s Addendum No. 1 to RFP #8778;
4. Exhibit D – Summary of proposal responses to RFP #8778 and RFP #8781;
5. Exhibit E – RFP #8778 proposal response by Unite Private Networks, LLC;
6. Exhibit F – School’s FCC Form 471 Application No. 171005337;
7. Exhibit G – USAC’s Funding Commitment Decision Letter for School’s FCC Form 471 Application No. 171005337;
8. Exhibit H – School’s FCC Form 471 Application No. 171006482;
9. Exhibit I – USAC’s Funding Commitment Decision Letter for School’s FCC Form 471 Application No. 171006482;
10. Exhibit J – School’s Letter of Appeal to USAC’s denial of FCC Form 471 Application No. 171005337;
11. Exhibit K – School’s Letter of Appeal to USAC’s denial of FCC Form 471 Application No. 171006482;

12. Exhibit L – USAC's Revised Funding Commitment Decision Letter for School's FCC Form 471 Application No. 171005337;
13. Exhibit M – USAC's Funding Commitment Decision Letter for School's FCC Form 471 Application No. 171006482.

DATED this 20 day of June, 2018.

LINCOLN PUBLIC SCHOOL DISTRICT


By:



Liz Standish  
Associate Superintendent  
for Business Affairs  
5905 O Street  
Lincoln, NE 68510  
Tel: 402-436-1000  
Email: lstandis@lps.org

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 20 day of June, 2018, a true and correct copy of the foregoing was filed with the FCC electronically through the FCC's Electronic Comment Filing System and pursuant to 47 C.F.R. § 54.721(c) was served on the Universal Service Administrator (USAC) by email at [appeals@sl.universalservice.org](mailto:appeals@sl.universalservice.org).

  
Liz Standish



# 2017 WIDE AREA NETWORK RFP

RFP #8778

**EXHIBIT  
A**

Matt Bellamy  
mbellam@lps.org

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# 2017 District Wide Area Network RFP

## OVERVIEW

The Lincoln Public Schools (LPS) is seeking proposals for a dedicated fiber-based Wide Area Network, as described in this RFP, to connect Wysong Elementary School and Moore Middle School to the LPS Fiber Network for the E-Rate funding year starting July 1, 2017.

This RFP requests proposals for two (2) network options: (1) a Leased Lit Fiber Network option (Section A); and (2) a Leased Dark Fiber Network option (Section B). The term for either network option shall be July 1, 2017 to June 30, 2023 (six years) and shall include an option providing for up to two five-year extensions beyond the original contract period upon agreement of both parties. E-rate rules require comparing the cost of the Leased Dark Fiber Network option to Leased Lit Fiber Network option and awarding the most cost-effective network option to receive funding.

## E-RATE REQUIREMENTS

It is anticipated that some or all of the costs associated with this proposal shall be eligible for the E-Rate discount under the Federal Communications Commission (FCC) Universal Service Provision (FCC 97-157); therefore, the selected Proposer must understand and comply with all FCC rules and regulations relative to E-Rate. The selected Proposer must also have a valid 498 ID (Service Provider Identification Number – SPIN).

Final authorization by LPS for the purchase of any or all goods and/or services, hereafter described in this document, MAY be contingent upon the award of funding (a Funding Commitment Decision Letter) from the Schools and Libraries Division of USAC for the 2017 E-Rate Funding Year. LPS may, at its discretion, choose to cancel its offer for the purchase of any and all goods and/or services requested in this RFP if E-Rate funding is not approved by USAC, there is a reduction in funding, there are changes in the physical structure of a school (i.e., renovations, demolitions), or for any other reason.

All requests for payment by the selected Proposer must be made by written invoice to LPS. Goods and/or services may not be delivered to LPS before January 1, 2017. Proposer may not issue written invoices before July 1, 2017. Invoices must show the full amount of the cost of goods and/or services provided to LPS for the invoice period. Invoices must also provide the following:

- (i) an itemization of those goods and/or services that are eligible for E-Rate reimbursements, and those that are not eligible for E-Rate reimbursement. (The itemization could include a bill of materials for any eligible special construction costs if the proposer requests special construction reimbursement for new build segments necessary to deliver leased lit service or leased dark fiber.)
- (ii) an itemization of invoice amounts that are allocated for payment through E-Rate, and those that are to be paid directly by LPS.

LPS shall pay only the invoice amounts, not otherwise disputed by LPS, allocated on the invoice for payment directly by LPS. **By submitting a proposal, the selected Proposer understands, acknowledges and agrees that LPS will not pay any invoice amounts identified and allocated for payment through E-Rate.**

The selected Proposer shall be responsible to prepare and file with the FCC a Form 474 (SPI Form) to request payment of those invoice amounts allocated for payment through the E-Rate program. The selected Proposer will be paid for the E-rate eligible goods and/or services through the E-Rate program only after a Funding Commitment Decision Letter has been issued through the E-Rate program. If, through no fault of the selected Proposer, a Funding Commitment Decision Letter has not been issued by December 31, 2017, the selected Proposer at its option may submit an invoice to LPS for payment of the non-reimbursed E-Rate eligible goods and/or services.

## PROPOSAL DUE DATE

The proposal is due November 23 at 10:00 a.m. CST

# PROPOSAL FORMAT, REQUIREMENTS, AND INSTRUCTIONS FOR SUBMISSION

To be considered, the proposal must contain a response to all components listed in this RFP. Submission of a proposal assumes that the vendor understands and has read the RFP and is submitting a proposal in the format requested. Any incomplete proposals, exceptions, qualifications not specified may cause the proposal to be rejected. The responses should be returned on single sided 8x11-inch paper in standard font. The proposing firm shall submit their proposal as (1) original, (5) copies, 1 copy in a write-protected PDF format. LPS will send this request for proposal as an MS Word document to authorized persons via email.

Submit proposals as follows:

## Hand-Delivered

Lincoln Public Schools  
Purchasing Department  
5905 O Street  
Lincoln, NE 68510  
RFP #8387

## Mailed

Lincoln Public Schools  
Purchasing Department  
PO Box 82889  
Lincoln, NE 68501  
RFP #8387

## E-Mailed

[mbellam@lps.org](mailto:mbellam@lps.org)  
cc:  
[purchasing@lps.org](mailto:purchasing@lps.org)  
RFP #8387

Proposal questions may be submitted **until 2:00 pm, November 4, 2016** by e-mailing Matt Bellamy ([mbellam@lps.org](mailto:mbellam@lps.org)), LPS Director of Purchasing. Questions will not be accepted after this date and time.

Addenda are written or graphic instruments prepared and issued by Lincoln Public Schools prior to the Proposal closing date, which modify or interpret Proposal Documents by additions, deletions, clarifications, or corrections. Addenda shall be binding and shall become part of the Contract Documents. It is the Bidder's responsibility to assure that all addenda have been reviewed.

LPS may, at its discretion, choose to accept all or part of a proposal.

The contract shall consist of a PURCHASE ORDER and a copy of the Contractor's proposal response (or referenced proposal number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said proposal documents.

LPS reserves the right to adjust, add or terminate services during the course of this contract.

## Section A – Leased Lit Fiber Network

The objective of this Proposal option is to obtain a proposal for high-speed data and network connectivity between sites as listed below. The proposer is expected to own the broadband infrastructure over which the service is delivered. The proposer also will provide all equipment, technical support, maintenance and operations of both the equipment and broadband infrastructure for this service. The first site listed is the LPS location to be connected and the aggregation center is listed second. Addresses for LPS Sites can be found in Appendix B.

- a. Moore Middle School and the LPS Data Center
- b. Moore Middle School and Southwest High School
- c. Moore Middle School and Southeast High School
- d. Moore Middle School and Scott Middle School
- e. Moore Middle School and Pound Middle School
- f. Wysong Elementary School and Moore Middle School
- g. Wysong Elementary School and Southeast High School

### A. PROJECT OVERVIEW

The objective of this section of the RFP is to identify a Proposer or Proposers who will provide a leased lit service which is defined as a high-speed data and network connectivity that will meet the current and future telecommunications needs at these LPS locations over the term of the contract. Each Proposer will provide

cost-effective, scalable and flexible high-speed data and network transport services that connects these LPS locations. The Proposer must propose all costs to provide connectivity.

The Proposer's Leased Lit Fiber Network solution will include connectivity from each LPS location to the aggregation center. THERE SHALL BE NO INTERMEDIATE CONNECTION POINTS AT ANY LOCATIONS OTHER THAN LPS LOCATIONS. The Proposer shall ensure that the proposed Lit Fiber Network solution allows secure data transportation between the LPS locations and the aggregation center. Connectivity back to the aggregation center must have the capacity to support all locations transmitting at full capacity at any given time. A ten (10) Gigabit Ethernet interface physical hand-off is required as a minimum for the connection at the identified aggregation locations. The cost for connectivity back to the aggregation center MUST be figured into the MRC (monthly recurring charge) for each site. All co-location data center cross-connect and fiber path costs needed to provide the physical interface hand-over to LPS equipment will be the responsibility of the Proposer. A co-location space will be provided at the aggregation locations for the Proposer.

All proposals must meet the technical requirements as stated in the RFP.

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

**B. CURRENT ENVIRONMENT**

The current LPS fiber network consists of a Ring (24 fibers) connecting 10 Core Sites that each connect to Lateral Sites (12 fibers) in the area surrounding the respective Core Site. Two of the Core Sites are active-active data centers adjacent to each other on the Ring. See LPS Network Topology in Appendix A and LPS Sites in Appendix B. Note that Wysong and Moore are shown in LPS Network Topology as desired upon completion of the Dark Fiber Network in this RFP, if selected. The Ring utilizes diverse fiber routes up to the property edge at each Core Site but is not diverse across the Core Site property and into the main wiring closet (MDF).

The leased lit fiber option requested is a stand-alone solution and will operate alongside the current environment.

**C. PROJECT REQUIREMENTS**

The LPS locations that require this service must be converted during the month of July 2016 and the month of July for each succeeding year. The circuits should be installed and tested by the first Friday in August 2016 and each succeeding year, however LPS cannot incur charges on these circuits until after July 1 of the implementation year due to E-rate. The cutover must be complete by the first Friday in August 2016 and each succeeding year or incur a penalty (see Section III, DD Penalty). Existing service must remain active until the final cutover (see D. Transition Requirement). LPS is cognizant of a growing demand for bandwidth. LPS is interested in identifying the Proposer(s) who will meet the current and future telecommunications needs of LPS over the term of the contract. The Proposer(s) will provide a cost-effective, scalable, and flexible transport solution that will be able to meet the demands of LPS and it is expected the solution would meet any future needs of LPS as deemed appropriate. Proposers shall identify services that are a normal part of their offering without additional fees.

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

**D. TRANSITION REQUIREMENT**

For purposes of assisting LPS in transitioning to a potential new fiber network provider at the expiration of that network provider's contract, the winning Proposer(s), if any, to this RFP shall be required, if requested

by LPS, to continue to provide any part or all of the contracted services in accordance with the terms and conditions, requirements and specifications of the contract with LPS for a period not to exceed 90 calendar days after the expiration or termination of the contract for a price not to exceed those prices set forth in the contract.

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

#### E. SCOPE OF WORK

The Proposer shall provide non-recurring costs (NRC) for design, engineering and project management for the special construction of the network facilities (i.e., development costs). In addition, the Proposer will provide NRC for the special construction of the leased lit fiber network and its maintenance for a leased lit fiber network capable of supporting a high-speed, IP-based, layer-2, Ethernet, wide area network to interconnect the above-described LPS locations. The network interface to LPS' CPE must physically be Ethernet with the capability to provide multiple virtual Ethernet interfaces via 802.1Q VLAN tagging.

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

This connectivity will transmit Internet, distance learning, and data transport between the eligible entities of LPS.

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

#### F. TECHNICAL REQUIREMENTS

The proposed Leased Lit Fiber Network solution must provide a network design in which:

1. Layer 2 (802.1q/802.1p) VLAN and QoS tags must be allowed through the provided network connection and must remain unchanged by the provider.
2. Ethernet frames containing a 1500 byte payload (for a total minimum supported Ethernet frame size of 1542 bytes), must be allowed and flow as a single complete frame without any fragmentation by the provider's equipment. Reference: [http://en.wikipedia.org/wiki/Ethernet\\_frame](http://en.wikipedia.org/wiki/Ethernet_frame)
3. Layer 2 performance must be adequate to support jitter and latency sensitive applications (i.e. video over IP).
4. The network interface to the customer's CPE must be an Ethernet-based handover connection. The connection must support either 802.1q tagged frames or must support 802.1ad provider bridging. LPS WILL NOT coordinate customer VLAN tags with the provider; the provider must either tunnel the customer VLAN tags through the provider network or must leave the customer VLAN tags unchanged from end-to-end.
5. Allow participating institutions to manage their own IP address space and routing.



6. Performance metrics on contracted circuits must be provided to LPS staff within 24 hours of request.
7. LPS must be notified within 24 hours of performing QoS changes, network monitoring changes or any other network changes that may have a positive or negative effect on performance as outlined in the RFP.
8. The provided connection must be tested to prove performance before it will be considered complete and usable. Testing according to ITU-T Y.156sam or RFC-2544 for performance, frame-loss and latency is preferred but detailed performance, frame-loss, latency and QOS test disclosure is also acceptable. Testing must validate the minimum frame size specified is supported.
9. Every connection's receive AND transmit capacity must each meet or exceed the bandwidth amount that is proposed. Testing must validate that capacity meets the amount purchased before the connection will be considered complete and usable.
10. Proposers should provide information on the age, type, and performance of the fiber they are proposing to lease, including a description of all applicable splice loss budgets compared to actual OTDR test results of each fiber strand in both directions.

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

**G. PROJECT PLANNING AND MANAGEMENT**

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

**1. LPS MANAGEMENT STAFF**

LPS management staff will:

- a. Provide overall project direction and management.
- b. Review and approve all project plans and deliverables.
- c. Ensure that technical assistance and support are provided during the Proposer's implementation phases and ongoing upgrade design of this project.
- d. Establish project management guidelines by meeting with the Proposer's project management team as needed.
- e. Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project.
- f. Coordinate other resources as needed to support the implementation process.
- g. Provide on-site assistance, as needed during the implementation phases of the project.
- h. Assist the Proposer in identifying eligible participants in the network as well as establishing guidelines with the Proposer for ordering, moving, adding or changing services.

**2. PROPOSER**

The Proposer will:

- a. Coordinate and administer the requirements of the network service(s) that are proposed.
- b. Maintain toll free lines for voice and facsimile from LPS to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of a service disruption. The Proposer will provide information regarding intent to maintain its facilities after project implementation has been completed.
- c. Maintain toll free voice lines for after-hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of contact for all services and equipment provided by the contract, including services and equipment subcontracted to another provider.

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

If the Proposer intends to Subcontract any part of its performance hereunder, the Proposer must provide:

- a. name, address, and telephone number of the Subcontractor(s);
- b. specific tasks for each Subcontractor(s);
- c. percentage of performance hours intended for each Subcontract; and
- d. total percentage of Subcontractor(s) performance hours.

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

#### H. SERVICE LEVEL GUARANTEES

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

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

#### I. MAINTENANCE SPECIFICATIONS

When planned network maintenance activities are conducted by the Proposer which entails the risk of interrupting or diminishing service to LPS or its participants, LPS Computing Services must be notified at least three (3) business days in advance of the maintenance planned. Additionally, the Proposer must agree to work with LPS to find an alternate date and time of maintenance, if the proposed time would be particularly detrimental to LPS business needs. An acceptable planned maintenance period would be from 10:00 p.m. to 6:00 a.m.

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

The Proposer must operate its own Network Operations Center(s) and provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven days a week. The Proposer shall provide sufficient staff for peak and critical hours. The Proposer shall provide LPS with a local and toll-free number for trouble reporting.

The Proposer must respond to trouble reports within one (1) hour of notification. The Proposer must also provide an escalation procedure and contact list to be used for unresolved issues, including names, titles and phone numbers of contact persons in the escalation chain. Major service-affecting problems that are not resolved within two (2) hours of time after the notification of trouble shall constitute a prolonged outage and must be escalated.

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

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

**J. IMPLEMENTATION PLAN**

The Proposer should submit with their proposal response, and must provide prior to award, an implementation plan for the deployment of the services, that reflect the services to be included in the associated contract. The plan must clearly represent the constraints of time, scope and cost. At a minimum the implementation plan must include the project approach, scope of work, work breakdown structure (WBS), schedule, milestones, deliverables, risk assessment, mitigation strategies, resource planning and communication plans.

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

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

**K. DEPLOYMENT STATUS REPORTS**

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

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

**L. BILLING**

The Proposer must comply with all applicable E-rate requirements. Each location shall be itemized and billed monthly

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

**M. CERTIFICATION**

LPS requires that the Proposer be certificated or permitted by, or registered with, the Public Service Commission (PSC) to provide the services outlined in this Section of this RFP (Neb. Rev. Stat. § 81-1120.19). The Proposer must be willing to file Tariffs with the PSC specific to the network proposed in their proposal. The Proposer must be willing to accept direct payment for USF and NUSF contributions to their proposed network. The Proposer must include these contributions in its proposal prices.

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

**N. COST**

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

Any costs which are not eligible for E-rate discounts must be identified.

The proposal prices listed must include the cost of doing business as indicated below. Simply placing a cost number in the appropriate cell is all that is needed.

**1. NETWORK EQUIPMENT AND HARDWARE COSTS**

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

**2. INSTALLATION COSTS**

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

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

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

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

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

**4. QUANTITY**

LPS has the option of purchasing any quantity of services in any increment proposed. LPS reserves the right to purchase any quantity of service. There will be no minimum or maximum quantities imposed as a result of any contract.

**5. PROPOSAL COST TABULATION**

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

SAMPLE—Proposal costs for NRC and MRC for 72 months.

Circuit	Bandwidth	NRC	MRC	MRC Total (72 months)	Total
Moore MS to LPS Data Center	10Gbps	\$50,000	\$300	\$21,600	\$71,600
Moore MS to Southwest HS	10Gbps	\$30,000	\$300	\$21,600	\$51,600
Moore MS to Southeast HS	10Gbps	\$30,000	\$300	\$21,600	\$51,600
Moore MS to Scott MS	10Gbps	\$20,000	\$300	\$21,600	\$41,600
Moore MS to Pound MS	10Gbps	\$20,000	\$300	\$21,600	\$41,600
Wysong ES to Moore MS	10Gbps	\$10,000	\$100	\$7,200	\$17,200
Wysong ES to Southeast HS	10Gbps	\$30,000	\$300	\$21,600	\$51,600
Total		\$190,000	\$1,900	\$136,800	\$326,800

## Section B – Leased Dark Fiber Network

The objective of this Proposal option is to obtain a proposal for the lease or IRU of a dedicated Dark Fiber Network connecting two LPS locations with aggregation centers as listed below. Addresses for LPS Sites can be found in Appendix B.

- a. Moore Middle School Ring Fiber to Southwest High School
- b. Moore Middle School Ring Fiber to Southeast High School
- c. Wysong Elementary School Lateral Fiber to Moore Middle School

**A. PROJECT OVERVIEW**

The objective of this section of the RFP is to identify a Proposer or Proposers who will provide leased dark fiber network connectivity that will meet the current and future telecommunications needs at these LPS locations over the term of the contract. Leased dark fiber service is leasing a number of fiber strands on a proposer owned network, along with services for technical support, maintenance, and operations of the leased dark fiber strands. LPS will be responsible for procuring the network equipment necessary to provide lit service over the leased dark fiber strands, along with technical support, maintenance, and operations of the LPS network equipment. Each Proposer will provide cost-effective, scalable and flexible fiber-based

infrastructure that connects these locations to the existing fiber-based infrastructure as specified in this RFP. The Proposer must propose all costs to provide connectivity, maintenance, operation, and routing equipment.

All proposals must meet the technical requirements as stated in the RFP.

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

**B. CURRENT ENVIRONMENT**

The current LPS fiber network consists of a Ring (24 fibers) connecting 10 Core Sites that each connect to Lateral Sites (12 fibers) in the area surrounding the respective Core Site. Two of the Core Sites are active-active data centers adjacent to each other on the Ring. See LPS Network Topology in Appendix A and LPS Sites in Appendix B. Note that Wysong and Moore are shown in LPS Network Topology as desired upon completion of the Leased Dark Fiber Network in this RFP, if selected as the most cost-effective option. The Ring utilizes diverse fiber routes up to the property edge at each Core Site but is not diverse across the Core Site property and into the main wiring closet (MDF).

The leased dark fiber option, while separate from the current LPS environment, will be connected to the existing current fiber network as shown in Appendix C.

**C. PROJECT REQUIREMENTS**

The desired leased dark fiber solution should extend the existing Ring from Southwest HS to Moore, and from Southeast HS to Moore, thus creating a new Core Site on the Ring. Wysong shall become another Lateral Site connecting to Moore. The Ring shall provide 24 Single-Mode fibers to Moore from Southwest HS and 24 Single-Mode fibers to Moore from Southeast HS. The Lateral from Wysong shall provide 12 Single-Mode fibers to Moore.

The entrance fiber into Moore from the property edge to the demarcation point (MDF) requires a minimum of 60 Single-Mode fibers. To account for future growth, a cable with 144-count fiber is recommended.

The earliest construction can begin is January 1, 2017, and selection of the service provider and filing of FCC Form 470 is expected to occur prior to January 1, 2017. Billing for services cannot occur prior to July 1, 2017.

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

**D. TRANSITION REQUIREMENT**

For purposes of assisting LPS in transitioning to a potential new fiber network provider at the expiration of that network provider's contract, the winning Proposer(s), if any, to this RFP shall be required, if requested by LPS, to continue to provide any part or all of the contracted services in accordance with the terms and conditions, requirements and specifications of the contract with LPS for a period not to exceed 90 calendar days after the expiration or termination of the contract for a price not to exceed those prices set forth in the contract.

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

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**E. SCOPE OF WORK**

The Proposer shall provide non-recurring costs (NRC) for design, engineering and project management for the special construction of the network facilities (i.e., development costs). In addition, the Proposer will provide NRC for the special construction of the leased dark fiber network and its maintenance for a leased dark fiber network capable of supporting a high-speed, IP-based, layer-2, Ethernet, wide area network to interconnect the above-described LPS locations.

The Proposer shall provide all Fiber Optic cables, Pigtail assemblies, Outdoor Splice Cases and Trays, Handholes, Ducts, Locate Wire, Pull Boxes, and any other consumables and installation hardware necessary to construct and terminate the leased dark fiber network. In addition, the Proposer shall perform all Fusion Splicing, Indoor Fiber Terminations, Cable Testing, and Test Documentation.

LPS shall provide interior Pull Boxes, EMT conduits and data racks within Wysong and Moore. The Proposer shall provide interior Pull Boxes and EMT conduits to the Main Wiring Closet (MDF), if none are available, at each aggregation center.

The proposer shall provide comprehensive specifications for their proposed special construction solution and provide invoice level detail on associated costs, such as:

1. Route assessment, maps, ROW access and/or easement requirements.
2. Whether fiber will be buried, strung through conduit (existing or newly installed), and/or strung aerially on poles (existing or newly installed), and any associated terms and costs (e.g., pole attachment agreements imposing make-ready costs, trenching and/or boring costs).
3. Quantity and cost of other plant elements (e.g., handholes, splice enclosures, vaults).
4. Charges for engineering, environmental assessments, traffic control and permits, surveys, testing, etc.

This connectivity will transmit Internet, distance learning, and data transport between the eligible entities of LPS.

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

**F. TECHNICAL REQUIREMENTS**

The proposed Leased Dark Fiber Network solution must provide a network design in which:

1. The network interface to the customer's CPE must be terminated with SC type connectors.
2. The provided connection must be tested to prove performance before it will be considered complete and usable.
3. Proposers should provide information on the age, type, and performance of the fiber they are proposing to lease, including a description of all applicable splice loss budgets compared to actual OTDR test results of each fiber strand in both directions.

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

**G. PROJECT PLANNING AND MANAGEMENT**

LPS acknowledges that project management and implementation procedures will require alignment and adjustment of work processes for the Proposer's organizations and LPS. The alignment will be part of the contract finalization. However, the Proposer will respond to this RFP assuming the following responsibilities.

**1. LPS MANAGEMENT STAFF**

LPS management staff will:

- a. Provide overall project direction and management.
- b. Review and approve all project plans and deliverables.
- c. Ensure that technical assistance and support are provided during the Proposer's implementation phases and ongoing upgrade design of this project.
- d. Establish project management guidelines by meeting with the Proposer's project management team as needed.
- e. Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project.
- f. Coordinate other resources as needed to support the implementation process.
- g. Provide on-site assistance, as needed during the implementation phases of the project.
- h. Assist the Proposer in identifying eligible participants in the network as well as establishing guidelines with the Proposer for ordering, moving, adding or changing services.

**2. PROPOSER**

The Proposer will:

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

If the Proposer intends to Subcontract any part of its performance hereunder, the Proposer must provide:

- a. name, address, and telephone number of the Subcontractor(s);
- b. specific tasks for each Subcontractor(s);
- c. percentage of performance hours intended for each Subcontract; and
- d. total percentage of Subcontractor(s) performance hours.



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

**H. SERVICE LEVEL GUARANTEES**

This Leased Dark Fiber Network must support production applications that require a high degree of reliability and must operate with little or no service disruptions for twenty-four (24) hours a day, seven (7) days a week. Proposer(s) must have the necessary staff for the installation, operation, and maintenance of their network. The Proposer will conform to these service level agreements, and include details concerning restoration procedures and goals and escalation procedures.

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

**I. MAINTENANCE SPECIFICATIONS**

When planned network maintenance activities are conducted by the Proposer which entails the risk of interrupting or diminishing service to LPS or its participants, LPS Computing Services must be notified at least three (3) business days in advance of the maintenance planned. Additionally, the Proposer must agree to work with LPS to find an alternate date and time of maintenance, if the proposed time would be particularly detrimental to LPS business needs. An acceptable planned maintenance period would be from 10:00 p.m. to 6:00 a.m.

The Proposer will provide routine maintenance and inspection of the fiber infrastructure, pro-active monitoring of fiber operation, repair of fiber breaks, and replacement of damaged fiber or fiber that no longer meets specifications, locate services, registration of the fiber with 811 service, and other support necessary to ensure operation of the network.

The Proposer must operate its own Network Operations Center(s) and provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven days a week. The Proposer shall provide sufficient staff for peak and critical hours. The Proposer shall provide LPS with a local and toll-free number for trouble reporting.

The Proposer must respond to trouble reports within one (1) hour of notification. The Proposer must also provide an escalation procedure and contact list to be used for unresolved issues, including names, titles and phone numbers of contact persons in the escalation chain. Major service-affecting problems that are not resolved within two (2) hours of time after the notification of trouble shall constitute a prolonged outage and must be escalated.

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

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

**J. IMPLEMENTATION PLAN**

The Proposer should submit with their proposal response, and must provide prior to award, an implementation plan for the deployment of the services, that reflect the services to be included in the associated contract. The plan must clearly represent the constraints of time, scope and cost. At a minimum the implementation plan must include the project approach, scope of work, work breakdown structure

(WBS), schedule, milestones, deliverables, risk assessment, mitigation strategies, resource planning and communication plans.

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

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

**K. DEPLOYMENT STATUS REPORTS**

The Proposer's designated project manager will provide weekly progress reports of the status of any deployment schedule to LPS's designated project manager. The weekly progress report must include identification of any issues affecting the deployment schedule, and include recommended resolution(s) to any identified barriers to network deployment.

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

**L. BILLING**

The Proposer must comply with all applicable E-rate requirements. Each location shall be itemized and billed monthly

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

**M. CERTIFICATION**

LPS requires that the Proposer be certificated or permitted by, or registered with, the Public Service Commission (PSC) to provide the services outlined in this Section of this RFP (Neb. Rev. Stat. § 81-1120.19). The Proposer must be willing to file Tariffs with the PSC specific to the network proposed in their bid. The Proposer must be willing to accept direct payment for USF and NUSF contributions to their proposed network. The Proposer must include these contributions in its proposal prices.

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

**N. CORE SWITCHING AND ROUTING EQUIPMENT**

LPS desires to simplify management and provide improved interoperability with the current Cisco wired network environment. The proposed equipment must be compatible with the existing wired network environment and support each of the following. If the proposed equipment is not compatible with the existing wired network environment explain how interoperability will be accomplished. It is anticipated this equipment may be bid by separate Proposers from those bidding on the connectivity services sought in this RFP.

1. The existing Cisco Switching and Routing equipment used at other Core Sites in the LPS Network is the Cisco Catalyst 4500X Switch and is desired at Moore for compatibility. Cisco Catalyst 3650

- Switches are currently in use at Wysong and, while no additional equipment is needed, proposals are requested for comparing cost-effectiveness with Lit Fiber Network costs.
2. The equipment must provide a compatible VLAN Trunking Protocol.
  3. The equipment must support a Cisco VoIP infrastructure and support detecting Cisco Phones and the ability to place them in a separate VLAN from other access devices.
  4. The equipment must provide IEEE 802.11at (PoE+) power to any port.
  5. The equipment must provide an authorization, authentication, and accounting (AAA) mechanism utilizing RADIUS.
  6. A Technical Assistance Center for Management and Maintenance Service must be available and staffed on a 24x7 basis and accessible via a toll-free number.

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

**O. COST**

Costs shall be all-inclusive, meaning all non-recurring costs (NRC) required by the Proposer to commence service are separately listed, clearly indicating any NRCs associated with special construction, and all monthly recurring costs (MRC) for the corresponding segments shall be included in the pricing sheets. No increased pricing will be allowed during the 72-month term of the contract, or extensions. All prices shall be proposed as an individual location/school cost on a recurring or non-recurring basis. **All Proposer costs must be reflected in either the monthly recurring or non-recurring charges. All fees, taxes and pass-through charges such as NUSF must also be included in the cost. No additional charges will be accepted.** LPS shall not be responsible for any cost that is not identified in the Proposer's cost proposal.

Any costs which are not eligible for E-rate discounts must be identified.

The proposal prices listed must include the cost of doing business as indicated below. Simply placing a cost number in the appropriate cell is all that is needed.

**1. DESIGN, ENGINEERING AND PROJECT MANAGEMENT COST**

Identify the NRC associated with the design, engineering, and project management services necessary to provide the Leased Dark Fiber Network.

**2. INSTALLATION COSTS**

Identify the NRC for special construction of the Leased Dark Fiber Network. These costs include City of Lincoln fees for right of way permits, pole attachment fees, the actual cost of installation and construction of the fiber cable plant, cable pathways within the building to the demarcation point, and splicing and termination of fiber.

- a. All fees that would be incurred for a fully functioning end-to-end connection, whether recurring or non-recurring, must be included in the cost. All cross-connect, and facilities related charges that would be incurred to physically connect the circuit to LPS equipment on both ends must be included in the NRC cost.
- b. The NRC should only include the costs associated with the requested fiber count. Should the proposer choose to install fiber cable in excess of the requested fiber count, the cost of the excess fiber cable must be removed on a prorated basis. For example, if 96 count fiber is installed, the proposer should only reflect the cost of 24 count fiber or 25% of the fiber cable costs for that segment in their response.
- c. An exception to the above (b) is for the Moore Entrance Fiber which will be over-provisioned to allow for future growth.

Segment	Description	Fiber Count	Length	Total Cost
Moore to Southwest	Enter the Segment Length and Total Cost of the needed 24-count fiber cable.	24		\$
Moore to Southeast	Enter the Length and Total Cost of the needed 24-count fiber cable.	24		\$

Wysong to Moore	Enter the Length and Total Cost of the needed 12-count fiber cable.	12		\$
Moore Entrance	Enter the Length and Total Cost for 144-count fiber cable even though only 60-count fiber cable is required.	144		\$

**3. CORE SWITCHING AND ROUTING EQUIPMENT AND HARDWARE COSTS**

Network equipment and hardware (non-CPE) will be part of the Leased Dark Fiber Network costs and used to determine cost-effectiveness when compared to the Leased Lit Fiber Network.

Location	Model	Quantity	Unit Cost
Moore MS	Cisco WS-C4500X-16SFP+ or Equivalent	2	\$
Moore MS	Cisco C4500X-IP-ES or Equivalent	2	\$
Moore MS	Cisco C4KX-PWR-750AC-R or Equivalent	2	\$
Moore MS	Cisco C4KX-PWR-750AC-R/2 or Equivalent	2	\$
Moore MS	Cisco CON-SNT-WSC16SFX or Equivalent	2	\$

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

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

- a. Software includes any initial or upgraded software required by each item of equipment proposed for the network to perform as a fully functional, integrated part of the Proposer's network and associated service rates. The software costs shall include all of the following applicable costs:
  - i. Initial purchase and installation costs.
  - ii. Use and licensing fees.
  - iii. Software maintenance costs, including upgrades.
  - iv. All other costs relative to the network such as acquiring and using the software for the life of the network.
  - v. Costs and procedures related to the transfer of the software from damaged or out of service equipment to new equipment and the reprogramming of the software to place equipment spares into service and to meet changing network needs.
- b. Maintenance costs shall include all scheduled and unscheduled maintenance of the Fiber plant.
  - i. Maintenance and repair of the Fiber, Cable, and points of access.
  - ii. Fiber Moves required by third-parties necessary to prevent failure, interruption or impairment of the Fiber of Cable (ex., road construction or widening projects).
  - iii. Patrol of the Fiber, Cable, and points of access on a regular basis.
  - iv. Maintenance of a "Call-Before-You-Dig" program and all required cable locates.
  - v. Maintenance of Signage on posts, as permitted by the underlying right-of-way owner, along the Fiber route.

**5. QUANTITY**

LPS has the option of purchasing any quantity of services or equipment in any increment proposed. There will be no minimum or maximum quantities imposed as a result of any contract.

**6. PROPOSAL COST TABULATION**

The proposal cost will be tabulated with an intent to award made based on the monthly recurring costs multiplied by the applicable length of service in months (72), not to include extensions, plus the one-time non-recurring costs.

SAMPLE— Proposal costs for NRC and MRC for 72 months.

Cost Breakout	For	NRC	MRC	MRC Total (72 months)	Total (NRC + MRC Total)
Design, Engineering and Project Management	Project	\$5,000			\$5,000
Installation (construction)	Segment from Moore to Southwest	\$60,000	\$300	\$21,600	\$81,600
	Segment from Moore to Southeast	\$50,000	\$300	\$21,600	\$71,600
	Segment from Wysong to Moore	\$10,000	\$100	\$7,200	\$17,200
Core Switching and Routing Equipment	Moore	\$28,000			\$28,000
	Wysong	\$18,000			\$18,000
Software, Warranty, and Maintenance	Moore	\$2,000	\$200	\$14,400	\$16,400
	Wysong	\$1,000	\$200	\$14,400	\$15,400
Total		\$174,000	\$1,100	\$79,200	\$253,200

## SECTION C - AWARD CRITERIA

While price is the major consideration, LPS will consider other criteria in evaluating these proposals. The point values associated with the award criteria are:

Factor	Weight	Score	Notes
Price of the eligible services	30%		
Compatibility with the existing fiber network and/or equipment, including quality of equipment	25%		
Service, support, & technical experience	15%		
Compliance with RFP specifications and submittals	15%		
Other costs, including but not limited to ineligible cost factors or additional costs not outlined in bid response	15%		
<b>Total</b>	<b>100%</b>		

## PROPOSAL QUESTIONS

- Proposal questions may be submitted **until 2:00 pm, November 4, 2016** by e-mailing Matt Bellamy (mbellam@lps.org), LPS Director of Purchasing. Questions will not be accepted after this date and time.
- It is the Proposer's responsibility to assure that all addenda have been reviewed.

## CLARIFICATION OF PROPOSALS

- Qualified proposals will be evaluated and acceptance made based on the best value offered to the Lincoln Public Schools.
- Proposals will be evaluated according to completeness, content, and award criteria.
- The Lincoln Public Schools may make such reasonable investigations or demonstrations as deemed proper and necessary to determine the ability of the Proposer to deliver the equipment/work/service proposed, and

the Proposer shall furnish to the Lincoln Public Schools all such information and data for this purpose as may be requested.

- D. The Lincoln Public Schools reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Proposer fail to satisfy the Lincoln Public Schools that such Proposer is properly qualified to carry out the obligations of the contract and to furnish the item(s) contemplated therein.
- E. The Lincoln Public Schools reserves the right to negotiate with any Proposer. The successful Proposer may be asked to participate in negotiations and make revisions to their proposal based on these negotiations.
- F. This proposal does not commit the Lincoln Public Schools to award a contract or pay costs incurred in the preparation of this proposal.
- G. At their option, the evaluators may request oral presentations or discussion with any or all Proposer's for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, Proposers are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Proposer.
- H. The Lincoln Public Schools reserves the right to accept any offer or to reject all offers for any reason, including for non-compliance with any requirement, scope and specification stated within this RFP.
- I. Individual invoices must be issued for each purchase order received.
- J. LPS reserves the right (1) to terminate or postpone the RFP process at any time; (2) to accept or reject any or all proposals or parts of proposals; and (3) to waive irregularities and technicalities in proposals such as shall best serve the requirements and interests of LPS.
- K. NO CONTRACTUAL RIGHTS SHALL BE CREATED BETWEEN ANY PROPOSERS, INCLUDING THE SELECTED PROPOSER(S), AND LPS UNTIL A WRITTEN CONTRACT HAS BEEN APPROVED BY THE LPS BOARD OF EDUCATION, AND EXECUTED BY ALL PARTIES THERETO.

## RFP REPRESENTATIONS AND WARRANTIES

- A. Participation in this RFP by interested persons or firms shall be at no cost or obligation to LPS.
- B. By signing and submitting a proposal, the Proposer represents that it has read and understands the proposal documents, that the proposal was created and submitted without collusion with other eligible proposers, and was made without effort to preclude LPS from obtaining the best proposals on this RFP.
- C. By submitting a proposal, the Proposer and its respective owners, officers, employees, and agents agree to waive any claims it or they have or may claim to have against LPS arising out of or in connection with the administration, evaluation, or recommendation of any proposal; a waiver of any requirements under this RFP; acceptance or rejection of any proposals; and award of any contracts.

## MISCELLANEOUS

- A. The Laws of the State of Nebraska shall govern this RFP and any submitted proposals.
- B. LPS does not waive governmental immunity by this RFP and specifically retain immunity and all defenses available to it as a sovereign.
- C. Proposers shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to the regulation of the Department of Education (34 C.F.R. Part 100) issued pursuant to the title; to the end that, in accordance with Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which LPS receives federal financial assistance from the Department; and hereby gives assurance that the proposer will immediately take any measure necessary to effectuate this representation. Proposers shall comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status, and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.
- D. Proposers shall not assign any individual or agent to be present at any of the Project locations with a criminal record of a serious nature as defined by LPS policy, regulations, practices or directives.
- E. Proposers shall use the federal immigration verification system to determine the work eligibility status of new employees performing services within the State of Nebraska. The federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other

federal agency authorized to verify the work eligibility status of a newly hired employee. This requirement applies to all subcontractors of proposers.

## REFERENCES:

List below three references within 200 miles where Proposer has provided services identical to those proposed in this RFP. The Lincoln Public Schools reserves the right to require upon its request a list of users of the services contained in the proposal, if any. The Lincoln Public Schools may contact these users to determine quality level of the offered services. Such information may be considered in the evaluation of the bid.

SITE	DATE OF DELIVERY	CONTACT PERSON	TELEPHONE #

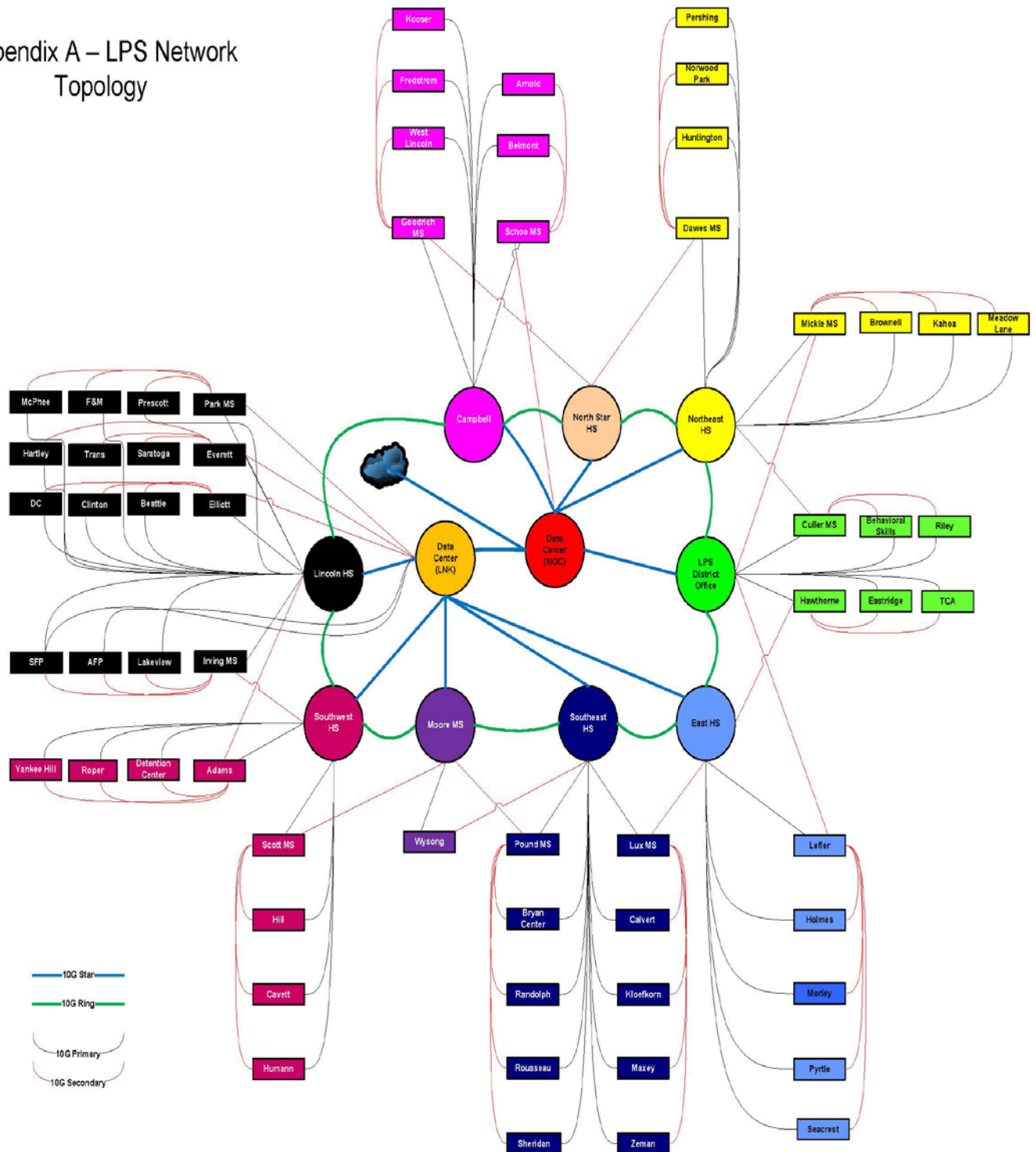
## Procurement Statement of Non-Preference

It is the intent of The Lincoln Public Schools to procure a product in the size, quality, and parameters of the described specifications. Sometimes, for facilitation of proposal procedures only, a certain manufacturer, product, or vendor will be utilized to help streamline this process. However, the Lincoln Public Schools invites and encourages all other qualified Proposers to submit equivalent proposals. The primary purpose is to ensure that no interested party is excluded or limited from the proposal process. All proposals are evaluated equally, based on criteria described in this RFP.



## APPENDIX A – LPS Network Topology

Appendix A – LPS Network Topology

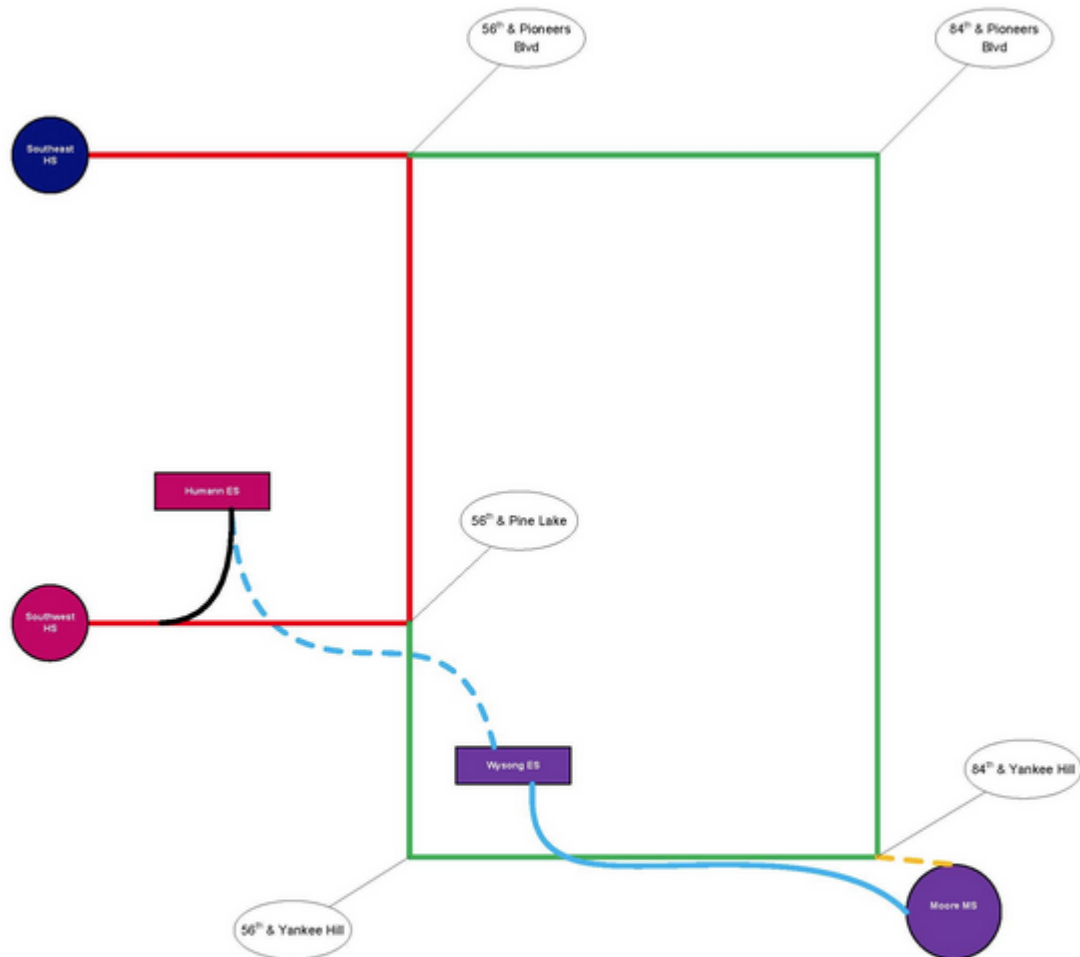


## Appendix B – LPS Sites

Building	Type	Lateral/ Ring	Address
Adams ES	K-5	Lateral	7401 Jacobs Creek Dr, 68512-9548
Arnold ES	K-5	Lateral	5000 Mike Scholl St, 68524-2305
Beattie ES	K-5	Lateral	1901 Calvert St, 68502-4817
Belmont ES	K-5	Lateral	3425 N 14th St, 68521-2126
Brownell ES	K-5	Latera	6000 Aylesworth Ave, 68505-1180
Calvert ES	K-5	Lateral	3709 S 46th St, 68506-4218
Campbell ES	K-5	Ring	2200 Dodge St, 68521-1250
Cavett ES	K-5	Lateral	7701 S 36th St, 68516-5716
Clinton ES	K-5	Lateral	1520 N 29th St, 68503-1505
Eastridge ES	K-5	Lateral	6245 L St, 68510-2354
Elliott ES	K-5	Lateral	225 S 25th St, 68510-1213
Everett ES	K-5	Lateral	1123 C St, 68502-1256
Fredstrom ES	K-5	Lateral	5700 NW 10th St, 68521-3842
Hartley ES	K-5	Lateral	730 N 33rd St, 68503-3221
Hill ES	K-5	Lateral	5230 Tipperary Trl, 68512-1459
Holmes ES	K-5	Lateral	5230 Sumner St, 68506-1362
Humann ES	K-5	Lateral	6720 Rockwood Ln, 68516-5118
Huntington ES	K-5	Lateral	2900 N 46th St, 68504-2630
Kahoa ES	K-5	Lateral	7700 Leighton Ave, 68507-2944
Kloefkorn ES	K-5	Lateral	6601 Glass Ridge Dr, 68526-9752
Kooser ES	K-5	Lateral	7301 N 13th St, 68521-4530
Lakeview ES	K-5	Lateral	300 Capitol Beach Blvd, 68528-1643
Maxey ES	K-5	Lateral	5200 S 75th St, 68516-4360
McPhee ES	K-5	Lateral	820 Goodhue Blvd, 68508-4336
Meadow Lane ES	K-5	Lateral	7200 Vine St, 68505-2134
Morley ES	K-5	Lateral	6800 Monterey Dr, 68506-2334
Norwood Park ES	K-5	Lateral	4710 N 72nd St, 68507-1522
Pershing ES	K-5	Lateral	6402 Judson St, 68507-2553
Prescott ES	K-5	Lateral	1930 S 20th St, 68502-2709
Pyrtle ES	K-5	Lateral	721 Cottonwood Dr, 68510-4308
Randolph ES	K-5	Lateral	1024 S 37th St, 68510-3508
Riley ES	K-5	Lateral	5021 Orchard St, 68504-3264
Roper ES	K-5	Lateral	2323 S Coddington Ave, 68522-1849
Rousseau ES	K-5	Lateral	3701 S 33rd St, 68506-3804
Saratoga ES	K-5	Lateral	2215 S 13th St, 68502-3605
Sheridan ES	K-5	Lateral	3100 Plymouth Ave, 68502-4129
West Lincoln ES	K-5	Lateral	630 W Dawes Ave, 68521-3958
<b>Wysong ES</b>	<b>K-5</b>	<b>Lateral</b>	<b>7901 Blanchard Blvd, 68516-</b>
Zeman ES	K-5	Lateral	4900 S 52nd St, 68516-1816
Culler MS	6-8	Lateral	5201 Vine St, 68504-3339
Dawes MS	6-8	Lateral	5130 Colfax Ave, 68504-1751


Goodrich MS	6-8	Lateral	4600 Lewis Ave, 68504-2080
Irving MS	6-8	Lateral	2745 S 22nd St, 68502-3915
Lefler MS	6-8	Lateral	1100 S 48th St, 68510-4812
Lux MS	6-8	Lateral	7800 High St, 68506-3661
Mickle MS	6-8	Lateral	2500 N 67th St, 68507-2807
Moore MS	6-8	Ring	8700 S Yankee Woods Dr, 68526-
Park MS	6-8	Lateral	855 S 8th St, 68508-3183
Pound MS	6-8	Lateral	4740 S 45th St, 68516-1713
Schoo MS	6-8	Lateral	700 Penrose Dr, 68521-8928
Scott MS	6-8	Lateral	2200 Pine Lake Rd, 68512-3600
East HS	9-12	Ring	1000 S 70th St, 68510-4217
Lincoln HS	9-12	Ring	2229 J St, 68510-2933
Northeast HS	9-12	Ring	2635 N 63rd St, 68507-2422
North Star HS	9-12	Ring	5801 N 33rd St, 68504-4665
Southeast HS	9-12	Ring	2930 S 37th St, 68506-3230
Southwest HS	9-12	Ring	7001 S 14th St, 68512-9200
Arts & Humanities Focus	Alternative	Lateral	643 S 25th St, 68510-3060
Sherill Education Center/BSP	Alternative	Lateral	330 N 56th St, 68504-3520
Nuernberger Center	Alternative	Lateral	1801 S 40th St, 68506-5205
Science Focus	Alternative	Lateral	1222 S 27th St, 68502-1832
Student Support Program	Alternative	Lateral	710 Hill St, 68502-3321
Career Academy	Alternative	Lateral	8800 O St, 68520-
Yankee Hill Program	Alternative	Lateral	865 W Burnham St, 68522-2118
LPS Custodial & Transportation	Support	Lateral	2200 Park Blvd, 68502-3325
LPS Distribution Center	Support	Lateral	505 South St, 68502-1941
LPS Facilities & Maintenance	Support	Lateral	800 S 24th St, 68510-2915
LPS Hawthorne Building	Support	Lateral	300 S 48th St, 68510-1830
LPS Data Center	Support	Ring	2377 J St, 68510-
LPS District Office	Support	Ring	5905 O St, 68510-2235
Seacrest Field	Other	Lateral	7400 A St, 68510-
CSN Nebraska Hall	Non-LPS	Ring	901 N 17th St, 68588-
Educare of Lincoln	Non-LPS	Lateral	3435 N 14th St, 68521-2126
Lancaster Youth Services Center	Non-LPS	Lateral	1200 Radcliff St, 68512-2506

## Appendix C – Wysong and Moore Fiber Schematic



- Existing Ring (24-fibers) connecting Core Sites at LSW and LSE
- - - Existing temporary connection from Wysong to Humann (to be abandoned)
- Permanent connection from Wysong to Moore (12-fibers)
- Re-routed Ring past Wysong, Moore and connected to existing Ring (24-fibers)
- - - Permanent connection from Moore to the re-routed Ring (48-fibers – 24 west and 24 north)

Note: Actual connection points and route of the Ring are shown merely for design purposes and subject to change



Lincoln Public Schools

Lincoln, NE

November 23, 2016

10:00 AM (local time) CST

# CORE AND EDGE SWITCHING

Request for Proposal #8781

## Abstract

Seeking proposals for Network Switching Equipment  
for Marilyn Moore Middle School

**EXHIBIT  
B**

Matt Bellamy  
mbellam@lps.org

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## SECTION A – PROPOSAL OVERVIEW

### INTRODUCTION AND SCOPE

The Lincoln Public Schools (LPS) is seeking proposals for Network Switching Equipment as described in this RFP for Marilyn Moore Middle School to open Fall 2017.

### E-RATE REQUIREMENTS

It is anticipated that some or all of the costs associated with this proposal shall be eligible for the E-Rate discount under the Federal Communications Commission (FCC) Universal Service Provision (FCC 97-157); therefore, the selected Proposer must understand and comply with all FCC rules and regulations relative to E-Rate. The selected Proposer must also have a valid 498 ID (Service Provider Identification Number – SPIN).

Final authorization by LPS for the purchase of any or all goods and/or services, hereafter described in this document, MAY be contingent upon the award of funding (a Funding Commitment Decision Letter) from the Schools and Libraries Division of USAC for the 2017 E-Rate Funding Year. LPS may, at its discretion, choose to cancel its offer for the purchase of any and all goods and/or services requested in this RFP if E-Rate funding is not approved by USAC, there is a reduction in funding, there are changes in the physical structure of a school (i.e., renovations, demolitions), or for any other reason.

All requests for payment by the selected Proposer must be made by written invoice to LPS. Goods and/or services may not be delivered to LPS before January 1, 2017. Proposer may not issue written invoices before July 1, 2017. Invoices must show the full amount of the cost of goods and/or services provided to LPS for the invoice period. Invoices must also provide the following:

- (i) an itemization of those goods and/or services that are eligible for E-Rate reimbursements, and those that are not eligible for E-Rate reimbursement. (The itemization could include a bill of materials for any eligible special construction costs if the proposer requests special construction reimbursement for new build segments necessary to deliver leased lit service or leased dark fiber.)
- (ii) an itemization of invoice amounts that are allocated for payment through E-Rate, and those that are to be paid directly by LPS.

LPS shall pay only the invoice amounts, not otherwise disputed by LPS, allocated on the invoice for payment directly by LPS. **By submitting a proposal, the selected Proposer understands, acknowledges and agrees that LPS will not pay any invoice amounts identified and allocated for payment through E-Rate.**

The selected Proposer shall be responsible to prepare and file with the FCC a Form 474 (SPI Form) to request payment of those invoice amounts allocated for payment through the E-Rate program. The selected Proposer will be paid for the E-rate eligible goods and/or services through the E-Rate program only after a Funding Commitment Decision Letter has been issued through the E-Rate program. If, through no fault of the selected Proposer, a Funding Commitment Decision Letter has not been issued by December 31, 2017, the selected Proposer at its option may submit an invoice to LPS for payment of the non-reimbursed E-Rate eligible goods and/or services.

### CURRENT LPS ENVIRONMENT

- A. Of 68 locations, Cisco switches are used in all sites. Of these switches, several models are utilized. Some examples are:
  - a. WS-C4500X-16SFP+
  - b. WS-C2960X-48FPD-L
  - c. WS-C2960X-48LPD-L
  - d. WS-C3650-48FQ-S
  - e. WS-C3650-48PQ-S
  - f. WS-C2950T-24
  - g. WS-C3560V2-48PS-S
- B. The existing PoE capabilities include IEEE 802.3af (PoE) and IEEE 802.3at (PoE+).
- C. The switches utilize CDP for adjacent device discovery.
- D. The switches utilize VTP for distribution of VLAN information.
- E. The switches utilize Radius authentication for management login.

- F. EIGRP is utilized for our internal routing protocol.
- G. The VoIP infrastructure utilizes Cisco IP Phones. The switch infrastructure determines if a phone is connected to the network and assigns an appropriate VLAN based on this information.

## SECTION B – PROPOSAL INSTRUCTIONS

### PROPOSAL DUE DATE

The proposal is due November 23, 2016 at 10:00 a.m. CST.

### PROPOSAL FORMAT, REQUIREMENTS, AND INSTRUCTIONS FOR SUBMISSION

To be considered, the proposal must contain a response to all components listed in this RFP. Submission of a proposal assumes that the vendor understands and has read the RFP and is submitting a proposal in the format requested. Any incomplete proposals, exceptions, qualifications not specified may cause the proposal to be rejected. The responses should be returned on single sided 8x11-inch paper in standard font. The proposing firm shall submit their proposal as (1) original, (5) copies, 1 copy in a write-protected PDF format. LPS will send this request for proposal as an MS Word document to authorized persons via email.

Submit proposals as follows:

#### Hand-Delivered

Lincoln Public Schools  
Purchasing Department  
5905 O Street  
Lincoln, NE 68510  
RFP #8781

#### Mailed

Lincoln Public Schools  
Purchasing Department  
PO Box 82889  
Lincoln, NE 68501  
RFP #8781

#### E-Mailed

[mbellam@lps.org](mailto:mbellam@lps.org)  
cc:  
[purchasing@lps.org](mailto:purchasing@lps.org)  
RFP #8781

Proposal questions may be submitted **until 2:00 pm, November 4, 2016** by e-mailing Matt Bellamy ([mbellam@lps.org](mailto:mbellam@lps.org)), LPS Director of Purchasing. Questions will not be accepted after this date and time.

Addenda are written or graphic instruments prepared and issued by Lincoln Public Schools prior to the Proposal closing date, which modify or interpret Proposal Documents by additions, deletions, clarifications, or corrections. Addenda shall be binding and shall become part of the Contract Documents.

It is the Proposer's responsibility to assure that all addenda have been reviewed.

LPS may, at its discretion, choose to accept all or part of a proposal.

The contract shall consist of a PURCHASE ORDER and a copy of the Contractor's proposal response (or referenced proposal number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said proposal documents.

LPS reserves the right to adjust, add or terminate services during the course of this contract.



## RESPONSE REQUIREMENTS – ADDRESS ABILITY TO PROVIDE

### Service Requirements

Provide a written statement addressing each of the following:

- A. LPS desires to simplify management and provide improved interoperability with the current wired network environment. To that end, explain how the proposed equipment is compatible with the existing wired network environment for each of the following. If the proposed equipment is not compatible with the existing wired network environment explain how interoperability will be accomplished.
  - a. The equipment will need to stack with one of the following Cisco Switch models. This includes providing a common interface for the configuration of the stack and the capability of Port Channeling interfaces amongst different members of the stack.
    - i. WS-C3650-48FQ-S
    - ii. WS-C3650-48PQ-S
    - iii. WS-C2960X-48FPD-S
    - iv. WS-C2960X-48LPD-L
  - b. The equipment will need to have a compatible VLAN Trunking Protocol to the existing environment.
- B. The proposed products will need to support VoIP infrastructure as related to wired network connectivity. The proposed switches will need to support detecting Cisco Phones, and placing them in a separate VLAN from the other access devices.
- C. The proposed products will need to provide IEEE 802.11at (PoE+) power to any of the 48 access ports. The example of model will determine the total amount of power which can be supplied to the ports.
- D. The proposed products will need an authorization, authentication, and accounting (AAA) mechanism utilizing radius.
- E. Provide detail for each equipment model offered and all associated costs.
- F. Provide information for each equipment model offered as to the date of first shipment and “born on” date of its controlling OS.
- G. Provide rack mounting hardware for each model offered.
- H. Provide warranty information for each equipment model offered.
- I. Assign a dedicated account manager and account service team to the LPS account.
- J. Provide Customer Service Associates in the Central US Time Zone.
- K. Provide annual review of all services and costs incurred.
- L. Provide 24x7 Management and Maintenance Service as exhibited by the staffing of a 24x7x365 Technical Assistance Center. Describe problem escalation procedures and management responsibility.
- M. List separately any costs which are not eligible for E-Rate discounts.

### Summary of Costs & Time-Frames

Models, licensing needed, and quantities are as follows:

Models	Moore M.S.
Cisco WS-C4500X-16SFP+ Or equivalent	2
Cisco C4500X-IP-ES Or equivalent	2
Cisco C4KX-PWR-750AC-R Or equivalent	2
Cisco C4KX-PWR-750AC-R/2 Or equivalent	2
Cisco CON-SNT-WSC16SFX Or equivalent	2

Cisco WS-C2960X-48FPD-L Or equivalent	2
Cisco WS-C2960X-48LPD-L Or equivalent	13
Cisco C2960X-STACK Or equivalent	15

1. Provide unit costs for:
  - a. Cisco WS-C4500X-16SFP+ Or equivalent
  - b. Cisco C4500X-IP-ES Or equivalent
  - c. Cisco C4KX-PWR-750AC-R Or equivalent
  - d. Cisco C4KX-PWR-750AC-R/2 Or equivalent
  - e. Cisco CON-SNT-WSC16SFX Or equivalent
  - f. Cisco WS-C2960X-48FPD-L or equivalent
  - g. Cisco WS-C2960X-48LPD-L or equivalent
  - h. Cisco C2960X-STACK or equivalent
  - i. Any other items needed
2. List all equipment and associated costs LPS will be required to purchase to implement vendor's proposal (add additional lines to this submittal as needed.):
3. List any E-Rate Ineligible items in your proposal (add additional lines to this submittal as needed.)

#### References

List below three references within 200 miles where Proposer has supplied equipment identical to the proposed equipment. The Lincoln Public Schools reserves the right to require upon its request a list of users of the type of equipment or services proposed. The Lincoln Public Schools may contact these users to determine quality level of the offered equipment and or services. Such information may be considered in the evaluation of the proposal.

SITE	DATE OF DELIVERY	CONTACT PERSON	TELEPHONE #

## SECTION C - AWARD CRITERIA

While price is the major consideration, LPS will consider other criteria in evaluating these proposals. The point values associated with the award criteria are:

Factor	Weight	Score	Notes
Price of the eligible equipment	30%		
Compatibility with the existing wired network environment	25%		
Service, support, & technical experience	15%		

Compliance with RFP specifications and submittals	<b>15%</b>		
Other costs, including but not limited to ineligible cost factors or additional costs not outlined in response	<b>15%</b>		
<b>Total</b>	<b>100%</b>		

## SECTION D - CLARIFICATION OF PROPOSALS

- A. Qualified proposals will be evaluated and acceptance made based on the best value offered to the Lincoln Public Schools.
- B. Proposals will be evaluated according to completeness, content, and total cost.
- C. The Lincoln Public Schools may make such reasonable investigations or demonstrations as deemed proper and necessary to determine the ability of the Proposer to deliver the equipment/work/service proposed, and the Proposer shall furnish to the Lincoln Public Schools all such information and data for this purpose as may be requested.
- D. The Lincoln Public Schools reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Proposer fail to satisfy the Lincoln Public Schools that such Proposer is properly qualified to carry out the obligations of the contract and to furnish the item(s) contemplated therein.
- E. The Lincoln Public Schools reserves the right to negotiate with any Proposer. The successful Proposer may be asked to participate in negotiations and make revisions to their proposal based on these negotiations.
- F. This proposal does not commit the Lincoln Public Schools to award a contract or pay costs incurred in the preparation of this proposal.
- G. At their option, the evaluators may request oral presentations or discussion with any or all Proposer's for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, Proposers are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Proposer.
- H. The Lincoln Public Schools reserves the right to accept any offer or to reject all offers due to non-compliance with any requirement, scope and specification stated within this RFP.
- I. Individual invoices must be issued for each purchase order received.

## SECTION E – PROCUREMENT STATEMENT OF NON-PREFERENCE

It is the intent of The Lincoln Public Schools to procure a product in the size, quality, and parameters of the following specifications. Sometimes, for facilitation of proposal/quoting procedures only, a certain manufacturer, product, or vendor will be utilized to help streamline this process. However, The Lincoln Public Schools invites and encourages all other qualified proposers to submit equivalent proposals/quotes. The primary purpose is to ensure that no interested party is excluded or limited from the proposal/quoting process. All proposals are evaluated equally, based on but not limited to the following criteria:

- Award Criteria
- Prices offered

- The quality of the equipment offered
- The general reputation and performance capabilities of the proposers
- The substantial conformity with the specifications and other conditions set forth in the request for proposals/quotes
- The suitability of the equipment for the intended use
- The personal or related services needed
- Transportation charges
- Location and availability of service and repair facilities and personnel
- References provided for proposed equipment
- Demonstration of proposed equipment, if required
- The dates of delivery and performance
- Such other factor(s) deemed pertinent or peculiar to the purchase in question which, if controlling, shall be made a matter of record.

All proposals/quotes submitted should be as closely sized, equipped, etc. to the desired specifications. Any exceptions to the specifications will be evaluated based on the best interest of The Lincoln Public Schools.

## SECTION F – TERMS AND CONDITIONS

Provide a written statement addressing each of the following:

- A. LPS may, at its discretion, choose to accept all or part of a proposal.
- B. Proposers that refer to a State Contract should respond to this RFP and attach the State Contract.**
- C. In the event there are LPS budget restraints, the E-Rate program is cancelled, or any other reasons, LPS reserves the right to re-negotiate costs with the selected provider. The total quantities of items purchased may change. LPS has provided quantities to best describe the scope of this RFP.
- D. Final authorization by LPS for the purchase of any services, hereafter described in this document, may be contingent on the funding from the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC).
- E. Billable services approved for funding shall not begin before April 1, 2017 and not billed before July 1, 2017.

### ADDENDA RECEIPT:

The receipt of the addenda to the RFP number \_\_\_\_\_ through \_\_\_\_\_ is hereby acknowledged. Failure of any vendor to receive any addenda or interpretation shall not relieve the Vendor from obligations specified in the proposal. All addenda shall become part of the final contract document.

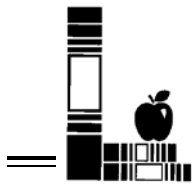
All proposals shall remain in effect for a period of 30 days after the scheduled closing time for the receipt of proposals.

Contact Matt Bellamy, Director of Purchasing, mbellam@lps.org, regarding any questions on this proposal.

Lincoln Public Schools  
RFP #8781  
Edge Switching for Moore

Firm Name	_____	By	_____
Title	_____	Printed Name	_____
Address	_____	Zip Code	_____
Telephone	_____	Date	_____
Fax Number	_____	E-Mail Address	_____





**ADDENDUM NUMBER 1 of 1**

**RFP: #8778 DUE: 11/23/2016 TIME: 10:00am**

**DISTRICT WIDE AREA NETWORK  
FOR  
LINCOLN PUBLIC SCHOOLS  
LINCOLN, NEBRASKA**

**Add the following to RFP #8778:**

Replace paragraph on Page 4, Section C - PROJECT REQUIREMENTS

The LPS locations require this service be available no later than July 1, 2017, however LPS cannot incur charges on these circuits until after July 1, 2017 due to E-rate. LPS is cognizant of a growing demand for bandwidth. LPS is interested in identifying the Proposer(s) who will meet the current and future telecommunications needs of LPS over the term of the contract. The Proposer(s) will provide a cost-effective, scalable, and flexible transport solution that will be able to meet the demands of LPS and it is expected the solution would meet any future needs of LPS as deemed appropriate. Proposers shall identify services that are a normal part of their offering without additional fees.

Page 3. Section A – Leased Lit Fiber Network

☐ Please identify the manufacturer and model of the switches at each of the locations listed in your request? i.e.; Cisco 3750

Wysong ES Core Switches are Cisco 3650, Edge Switches are Cisco 2960X

Moore MS Core Switches are expected to be Cisco 4500X, Edge Switches are expected to be Cisco 2960X (these are part of the 2017 E-rate RFPs and subject to change)

LPS Data Center Core Switch is Cisco 6500

Southwest HS Core Switch is Cisco 4500X

Southeast HS Core Switch is Cisco 4500X

Scott MS Core Switch is Cisco 4500X

Pound MS Core Switch is Cisco 4500X

**EXHIBIT  
C**

☐ Please identify the availability and capacity of the ports on each of the switches listed above? i.e.; 1 (one) 1.0 Gbps SFP port and 1 (one) 10.0 Gbps SFP port

**Both 1Gbps and 10Gbps SFP ports are available on all Cisco Switches listed above.**

Contact Matt Bellamy, Director of Purchasing via email [mbellam@lps.org](mailto:mbellam@lps.org) regarding any questions on the Addendum #1.

The receipt of the addenda is hereby acknowledged.

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

BY:\_\_\_\_\_

TITLE:\_\_\_\_\_

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



Section A - Leased Lit Fiber Network			NebraskaLink				Time Warner				Unite Private Networks			
Circuit	Bandwidth		NRC	MRC	MRC Total (72 months)	Total	NRC	MRC	MRC Total (72 months)	Total	NRC	MRC	MRC Total (72 months)	Total
Moore MS to LPS Data Center	10Gbps		50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Moore MS to Southwest HS	10Gbps		50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Moore MS to Southeast HS	10Gbps		50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Moore MS to Scott MS	10Gbps		50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Moore MS to Pound MS	10Gbps		50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Wysong ES to Moore MS	10Gbps		50,000.00	3,300.00	237,600.00	287,600.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Wysong ES to Southeast HS	10Gbps		50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Total			350,000.00	15,000.00	1,080,000.00	1,430,000.00	3,500.00	16,450.00	1,184,400.00	1,187,900.00	0.00	0.00	0.00	177,809.00

Section B - Leased Dark Fiber Network			NebraskaLink				Time Warner				Unite Private Networks			
Cost Breakout	For		NRC	MRC	MRC Total (72 months)	Total (NRC + MRC Total)	NRC	MRC	MRC Total	Total (NRC + MRC Total)	NRC	MRC	MRC Total	Total (NRC + MRC Total)
Design, Engineering and Project Management	Project			0.00	0.00	0.00							0.00	0.00
Installation (construction)	Segment from Moore to Southwest		50,000.00	6,000.00	432,000.00	482,000.00							0.00	0.00
	Segment from Moore to Southeast		50,000.00	6,000.00	432,000.00	482,000.00							0.00	0.00
	Segment from Wysong to Moore		50,000.00	6,000.00	432,000.00	482,000.00							0.00	0.00
Core Switching and Routing Equipment	Moore		10,554.80		0.00	10,554.80							0.00	0.00
	Wysong		10,554.80		0.00	10,554.80							0.00	0.00
Software, Warranty, and Maintenance	Moore		6,609.60		0.00	6,609.60							0.00	0.00
	Wysong		6,609.60		0.00	6,609.60							0.00	0.00
Total			184,328.80	18,000.00	1,296,000.00	1,480,328.80					0.00	0.00	0.00	177,809.00

Cost Allocation of Fiber			NebraskaLink				Time Warner				Unite Private Networks			
Segment	Description		Fiber Count	Length	Total Cost		Fiber Count	Length	Total Cost		Fiber Count	Length	Total Cost	
Moore to Southwest	Enter the Segment Length and Total Cost of the needed 24-count fiber cable.		24.00	10.5 miles	\$						24.00	10.54 km	\$	
Moore to Southeast	Enter the Length and Total Cost of the needed 24-count fiber cable.		24.00	15.0 miles	\$						24.00	11.75 km	\$	
Wysong to Moore	Enter the Length and Total Cost of the needed 12-count fiber cable.		12.00	8.5 miles	\$						12.00	4.59 km	\$	
Moore Entrance	Enter the Length and Total Cost for 144-count fiber cable even though only 60-count fiber cable is required.		144.00	.5 miles	\$						144.00	.28 km	\$	

EXHIBIT

D

Core Switching and Routing Equipment and Maintenance				Nebraskalink			Time Warner			Unite Private Networks		
Location	Model	Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost	Quantity	Unit Cost
Moore MS	Cisco WS-C4500X-16SFP+ or Equivalent	2.00	15,952.80	31,905.60								
Moore MS	Cisco C4500X-IP-ES or Equivalent	2.00	3,348.00	6,696.00								
Moore MS	Cisco C4KX-PWR-750AC-R or Equivalent	2.00	0.00	3,600.00								
Moore MS	Cisco C4KX-PWR-750AC-R/2 or Equivalent	2.00	1,800.00	3,600.00								
Moore MS	Cisco CON-SNT-WSC16SFX or Equivalent	2.00	13,219.20	26,438.40								
				72,240.00								

Section C - Award Criteria (Dark Fiber)		NebraskaLink				Time Warner		Unite Private Networks	
Factor	Weight	Score	Notes	Score	Notes	Score	Notes		
Price of the eligible services	30%	0	More than 7 times Unite's cost	0	No Dark Fiber solution, Lit only.	30	Unite is the lowest cost.		
Compatibility with the existing fiber network and/or equipment, including quality of equipment¹	25%	25	Conceded this score since cost was so high.	0	No Dark Fiber solution, Lit only.	25	Quality and compatibility will match the existing network.		
Service, support, & technical experience	15%	15	Conceded this score since cost was so high.	0	No Dark Fiber solution, Lit only.	15	No reason to expect service and support to be anything but exemplary.		
Compliance with RFP specifications and submittals	15%	10	Equipment listed in costs were inconsistent.	0	No Dark Fiber solution, Lit only.	10	Did not quote switch equipment.		
Other costs, including but not limited to ineligible cost factors or additional costs not outlined in bid response	15%	10	May have difficulty cost allocating fibers.	0	No Dark Fiber solution, Lit only.	10	May have difficulty cost allocating fibers. More information needed.		
Total	100%	60		0		90			

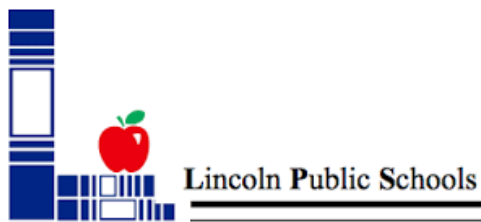
Core Switching and Routing Equipment and Maintenance		Sirius			
Location	Model	Quantity		Unit Cost	Total Cost
Moore MS	Cisco WS-C4500X-16SFP+ or Equivalent	2		8,800.00	17,600.00
Moore MS	Cisco C4500X-IP-ES or Equivalent	2		2,200.00	4,400.00
Moore MS	Cisco C4KX-PWR-750AC-R or Equivalent	2		1,100.00	2,200.00
Moore MS	Cisco C4KX-PWR-750AC-R/2 or Equivalent	2		1,100.00	2,200.00
Moore MS	Cisco CON-SNT-WSC16SFX or Equivalent	2		734.40	1,468.80

Edge Switching Equipment		Vendor:			
Location	Model	Quantity		Unit Cost	Total Cost
Moore MS	Cisco WS-C2960X-48FPD-L or Equivalent	2		3,997.50	7,995.00
Moore MS	Cisco WS-C2960X-48LPD-L or Equivalent	13		3,497.50	45,467.50
Moore MS	Cisco C2960X-STACK or Equivalent	15		657.25	9,858.75
Total					91,190.05



## WIDE AREA NETWORK SOLUTION

For



FCC Form 470 Number 170048745

2017 Wide Area Network RFP (#8778)

Presented by: Jennifer Dawson  
11/23/2016

**EXHIBIT  
E**

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This proposal response includes data that shall not be disclosed by the recipient, and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to Unite Private Networks as a result of—or in connection with—the submission of this data, the recipient shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the recipient's right to use information contained in this data if it is obtained from another source without restriction. All data contained in this document, including all its attachments, are subject to this restriction.



**Jennifer Dawson**  
Assistant Director of Education Sales  
7200 NW 86th Street, Ste. M  
Kansas City, MO 64153  
Direct: 816.425.3565

E-mail: [jennifer.dawson@upnfiber.com](mailto:jennifer.dawson@upnfiber.com)

Matt Bellamy  
Purchasing Department  
Lincoln Public Schools  
5905 O Street, PO Box 82889  
Lincoln, NE 68501

Dear Mr. Bellamy,

Unite Private Networks, LLC (UPN/Unite) is very pleased to provide Lincoln Public Schools (LPS) with this comprehensive fiber-optic wide area network (WAN) proposal for a Leased Lit Fiber Solution and also for a Leased Dark Fiber Network Solution.

For Section A – Leased Lit Fiber Network, UPN is offering a Fiber-Optic Point to Point 10 Gbps WAN connection 7 locations. This will add the new Moore Middle School site into the current LPS Core Ring. UPN will provide the SFP's at the 7 locations.

For Section B – Leased Dark Fiber Network, UPN is offering a Point to Point Dark Fiber service to the following locations:

- Moore to Southwest with a 24 fiber count
- Moore to Southeast with a 24 fiber count
- Wysong to Moore with a 12 fiber count
- Moore Entrance with a 144 fiber count

Being a valued UPN customer since 2011, UPN is committed to continuing to provide Lincoln Public Schools with solutions to enhance Lincoln Public School's network today and for the future, as well as be cost competitive in the market place.

This lit managed service/dark fiber solution is fully E-Rate compliant under Category1 funding requirements. UPN's SPIN is 143029868. Our Tax ID # is 27-3388408 and we've been in business since 1998.

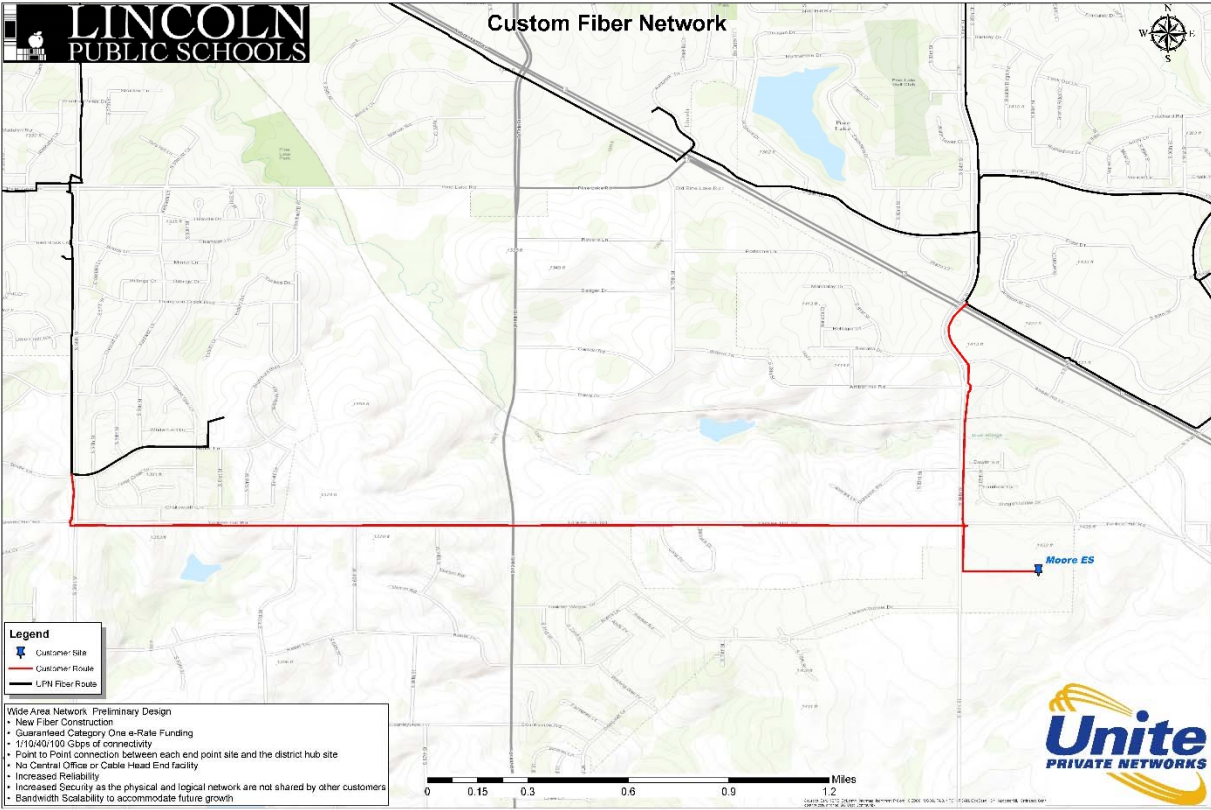
We welcome the opportunity to meet with the evaluation committee to present our solution in more detail. We also encourage the District to contact any school district listed on our school references list. UPN believes that once the District understands our proposal, you will agree that Unite Private Networks is the best vendor to partner with for your WAN project! Please feel free to contact me at [jennifer.dawson@upnfiber.com](mailto:jennifer.dawson@upnfiber.com) or at (816) 425-3565 if I can be of further assistance or answer any questions.

Best regards,

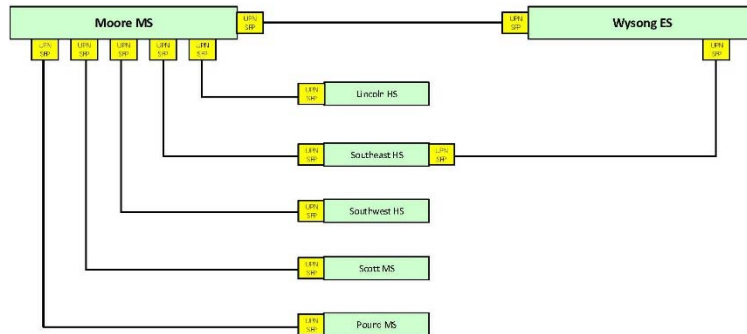
*Jennifer Dawson*

Jennifer Dawson  
Assistant Director of Education Sales

# Proposed Network Map



## UPN K12 EWAN Service Lincoln PS - 10 Gbps Interfaces

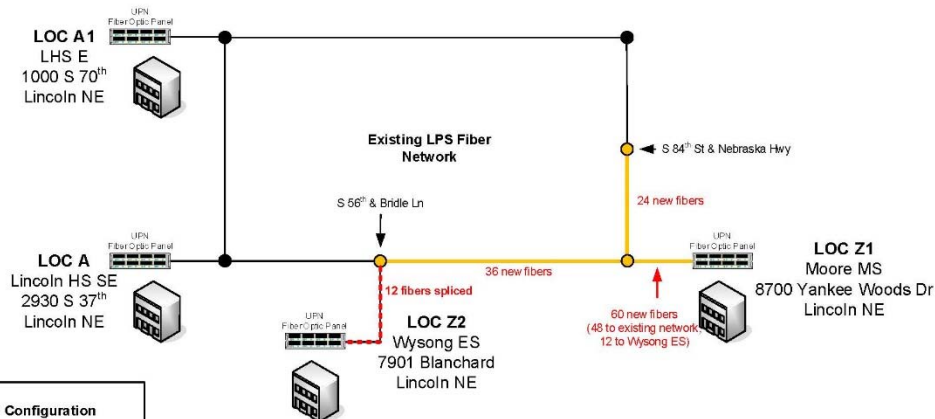


**Typical Configuration**  
**Providing:** SFP's for EWAN Service to K12 Schools

- CPE: SFP's only compatible with School District switches
- CPE Location: Within school switch
- When UPN provides the service will be either EPL to each school or E-Hub



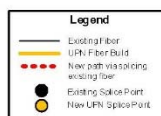
## UPN Point to Point Dark Fiber Service



**Typical Configuration**  
**Providing:** Point to Point Dark Fiber Service

- No electronics needed
- Demarc: UPN FDP
- Hand-Offs: All Single Mode Fiber
- Provided in fiber pairs

**Comments:** Service can be delivered to Curb as well





# Pricing Summary

## Lincoln Public Schools

### **Section A – Leased Lit Fiber Network**

- *Fiber-Optic Point to Point 10 GigE WAN connecting 7 locations*
- *Adding the new Moore Middle School site into the LPS Core Ring-Adjust Wysong fee.*
- *UPN SFPs provided at the 7 locations*

Circuit	Bandwidth	NRC	MRC	MRC Total (72 months)	Total
Moore MS to LPS Data Center	10Gbps	Included in Total Price	-	-	Included in Total Price
Moore MS to Southwest HS	10Gbps	Included in Total Price	-	-	Included in Total Price
Moore MS to Southeast HS	10Gbps	Included in Total Price	-	-	Included in Total Price
Moore MS to Scott MS	10Gbps	Included in Total Price	-	-	Included in Total Price
Moore MS to Pound MS	10Gbps	Included in Total Price	-	-	Included in Total Price
Wysong ES to Moore MS	10Gbps	Included in Total Price	-	-	Included in Total Price
Wysong ES to Southeast HS	10Gbps	Included in Total Price	-	-	Included in Total Price
Total		<b>*\$177,809</b>	<b>\$0</b>	<b>\$0</b>	<b>*\$177,809</b>

**\*Includes NUSF Fees of 7.0%. Which may fluctuate during the term of the agreement per the State of Nebraska guidelines.**

### **Section B - Leased Dark Fiber Network Request**

- *Point to Point Dark Fiber Service*

Segment	Description	Fiber Count	Length	Total Cost
Moore to Southwest	Enter the Segment Length and Total Cost of the needed 24-count fiber cable.	24	10.54 linear km	\$ Included (See below)
Moore to Southeast	Enter the Length and Total Cost of the needed 24-count fiber cable.	24	11.75 linear km	\$ Included (See below)
Wysong to Moore	Enter the Length and Total Cost of the needed 12-count fiber cable.	12	4.59 linear km	\$ Included (See below)
Moore Entrance	Enter the Length and Total Cost for 144-count fiber cable even though only 60-count fiber cable is required.	144	0.28 linear km	\$ Included (See below)
<b>Total</b>				<b>*\$177,809</b>

**\*Includes NUSF Fees of 7.0%. Which may fluctuate during the term of the agreement per the State of Nebraska guidelines.**

#### **Pricing Notes:**

1. This price quote expires ninety (90) days from the due date of the associated response.
2. This is a turn-key quote with all construction, electronics, and maintenance included.
3. All rates quoted are monthly recurring charges (MRC).
4. E-Rate discount is assumed based upon previous year's USAC Form 471 filed and is subject to change based on USAC guidelines and approval.
5. Please note that UPN can also provide an upfront payment option (Non-Recurring Charge or NRC) which would further reduce the monthly recurring charges (MRC) while maintaining the overall cost.
6. All applicable taxes and fees including, but not limited to, federal, state, local use, excise, gross receipts, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities shall be paid by the District in addition to the regular charges under this Agreement. The District shall be required to provide documentation evidencing its exemption from any such taxes or fees.
7. If the District requires switches instead of SFP/GBIC's there could be a pricing impact.



Unite Private Networks (UPN) responses throughout this response document are in **Blue and Bold** as shown in this example.

# 2017 WIDE AREA NETWORK RFP

RFP #8778

Matt Bellamy  
mbellam@lps.org

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# 2017 District Wide Area Network RFP

## OVERVIEW

The Lincoln Public Schools (LPS) is seeking proposals for a dedicated fiber-based Wide Area Network, as described in this RFP, to connect Wysong Elementary School and Moore Middle School to the LPS Fiber Network for the E-Rate funding year starting July 1, 2017.

This RFP requests proposals for two (2) network options: (1) a Leased Lit Fiber Network option (Section A); and (2) a Leased Dark Fiber Network option (Section B). The term for either network option shall be July 1, 2017 to June 30, 2023 (six years) and shall include an option providing for up to two five-year extensions beyond the original contract period upon agreement of both parties. E-rate rules require comparing the cost of the Leased Dark Fiber Network option to Leased Lit Fiber Network option and awarding the most cost-effective network option to receive funding.

**Unite Private Network's response:** UPN accepts and complies with the item above.

## E-RATE REQUIREMENTS

It is anticipated that some or all of the costs associated with this proposal shall be eligible for the E-Rate discount under the Federal Communications Commission (FCC) Universal Service Provision (FCC 97-157); therefore, the selected Proposer must understand and comply with all FCC rules and regulations relative to E-Rate. The selected Proposer must also have a valid 498 ID (Service Provider Identification Number – SPIN).

Final authorization by LPS for the purchase of any or all goods and/or services, hereafter described in this document, MAY be contingent upon the award of funding (a Funding Commitment Decision Letter) from the Schools and Libraries Division of USAC for the 2017 E-Rate Funding Year. LPS may, at its discretion, choose to cancel its offer for the purchase of any and all goods and/or services requested in this RFP if E-Rate funding is not approved by USAC, there is a reduction in funding, there are changes in the physical structure of a school (i.e., renovations, demolitions), or for any other reason.

All requests for payment by the selected Proposer must be made by written invoice to LPS. Goods and/or services may not be delivered to LPS before January 1, 2017. Proposer may not issue written invoices before July 1, 2017. Invoices must show the full amount of the cost of goods and/or services provided to LPS for the invoice period. Invoices must also provide the following:

- (i) an itemization of those goods and/or services that are eligible for E-Rate reimbursements, and those that are not eligible for E-Rate reimbursement. (The itemization could include a bill of materials for any eligible special construction costs if the proposer requests special construction reimbursement for new build segments necessary to deliver leased lit service or leased dark fiber.)
- (ii) an itemization of invoice amounts that are allocated for payment through E-Rate, and those that are to be paid directly by LPS.

LPS shall pay only the invoice amounts, not otherwise disputed by LPS, allocated on the invoice for payment directly by LPS. **By submitting a proposal, the selected Proposer understands, acknowledges and agrees that LPS will not pay any invoice amounts identified and allocated for payment through E-Rate.**

The selected Proposer shall be responsible to prepare and file with the FCC a Form 474 (SPI Form) to request payment of those invoice amounts allocated for payment through the E-Rate program. The selected Proposer will be paid for the E-rate eligible goods and/or services through the E-Rate program only after a Funding Commitment Decision Letter has been issued through the E-Rate program. If, through no fault of the selected Proposer, a Funding Commitment Decision Letter has not been issued by December 31, 2017, the selected Proposer at its option may submit an invoice to LPS for payment of the non-reimbursed E-Rate eligible goods and/or services.

**Unite Private Network's response:** UPN reserves the right to negotiate specific invoicing language that is consistent with E-rate regulations into the final Agreement between the parties. For clarity, E-rate regulations require service providers to allow applicants the option to pay using the BEAR or SPI method each funding year. UPN will comply with this requirement.

## PROPOSAL DUE DATE

The proposal is due November 23 at 10:00 a.m. CST

**Unite Private Network's response:** UPN accepts and complies with the item above.

# PROPOSAL FORMAT, REQUIREMENTS, AND INSTRUCTIONS FOR SUBMISSION

To be considered, the proposal must contain a response to all components listed in this RFP. Submission of a proposal assumes that the vendor understands and has read the RFP and is submitting a proposal in the format requested. Any incomplete proposals, exceptions, qualifications not specified may cause the proposal to be rejected. The responses should be returned on single sided 8x11-inch paper in standard font. The proposing firm shall submit their proposal as (1) original, (5) copies, 1 copy in a write-protected PDF format. LPS will send this request for proposal as an MS Word document to authorized persons via email.

Submit proposals as follows:

## Hand-Delivered

Lincoln Public Schools  
Purchasing Department  
5905 O Street  
Lincoln, NE 68510  
RFP #8387

## Mailed

Lincoln Public Schools  
Purchasing Department  
PO Box 82889  
Lincoln, NE 68501  
RFP #8387

## E-Mailed

[mbellam@lps.org](mailto:mbellam@lps.org)  
cc:  
[purchasing@lps.org](mailto:purchasing@lps.org)  
RFP #8387

Proposal questions may be submitted **until 2:00 pm, November 4, 2016** by e-mailing Matt Bellamy ([mbellam@lps.org](mailto:mbellam@lps.org)), LPS Director of Purchasing. Questions will not be accepted after this date and time.

Addenda are written or graphic instruments prepared and issued by Lincoln Public Schools prior to the Proposal closing date, which modify or interpret Proposal Documents by additions, deletions, clarifications, or corrections. Addenda shall be binding and shall become part of the Contract Documents. It is the Bidder's responsibility to assure that all addenda have been reviewed.

LPS may, at its discretion, choose to accept all or part of a proposal.

The contract shall consist of a PURCHASE ORDER and a copy of the Contractor's proposal response (or referenced proposal number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said proposal documents.

LPS reserves the right to adjust, add or terminate services during the course of this contract.

**Unite Private Network's response: UPN reserves the right to negotiate an agreement between the parties that resolves any discrepancies between UPN's bid and the District's RFP and becomes the controlling document between the Parties.**

## Section A – Leased Lit Fiber Network

The objective of this Proposal option is to obtain a proposal for high-speed data and network connectivity between sites as listed below. The proposer is expected to own the broadband infrastructure over which the service is delivered. The proposer also will provide all equipment, technical support, maintenance and operations of both the equipment and broadband infrastructure for this service. The first site listed is the LPS location to be connected and the aggregation center is listed second. Addresses for LPS Sites can be found in Appendix B.

- a. Moore Middle School and the LPS Data Center
- b. Moore Middle School and Southwest High School
- c. Moore Middle School and Southeast High School
- d. Moore Middle School and Scott Middle School
- e. Moore Middle School and Pound Middle School
- f. Wysong Elementary School and Moore Middle School
- g. Wysong Elementary School and Southeast High School

### A. PROJECT OVERVIEW

The objective of this section of the RFP is to identify a Proposer or Proposers who will provide a leased lit service which is defined as a high-speed data and network connectivity that will meet the current and future telecommunications needs at these LPS locations over the term of the contract. Each Proposer will provide

cost-effective, scalable and flexible high-speed data and network transport services that connects these LPS locations. The Proposer must propose all costs to provide connectivity.

The Proposer's Leased Lit Fiber Network solution will include connectivity from each LPS location to the aggregation center. THERE SHALL BE NO INTERMEDIATE CONNECTION POINTS AT ANY LOCATIONS OTHER THAN LPS LOCATIONS. The Proposer shall ensure that the proposed Lit Fiber Network solution allows secure data transportation between the LPS locations and the aggregation center. Connectivity back to the aggregation center must have the capacity to support all locations transmitting at full capacity at any given time. A ten (10) Gigabit Ethernet interface physical hand-off is required as a minimum for the connection at the identified aggregation locations. The cost for connectivity back to the aggregation center MUST be figured into the MRC (monthly recurring charge) for each site. All co-location data center cross-connect and fiber path costs needed to provide the physical interface hand-over to LPS equipment will be the responsibility of the Proposer. A co-location space will be provided at the aggregation locations for the Proposer.

All proposals must meet the technical requirements as stated in the RFP.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**B. CURRENT ENVIRONMENT**

The current LPS fiber network consists of a Ring (24 fibers) connecting 10 Core Sites that each connect to Lateral Sites (12 fibers) in the area surrounding the respective Core Site. Two of the Core Sites are active-active data centers adjacent to each other on the Ring. See LPS Network Topology in Appendix A and LPS Sites in Appendix B. Note that Wysong and Moore are shown in LPS Network Topology as desired upon completion of the Dark Fiber Network in this RFP, if selected. The Ring utilizes diverse fiber routes up to the property edge at each Core Site but is not diverse across the Core Site property and into the main wiring closet (MDF).

The leased lit fiber option requested is a stand-alone solution and will operate alongside the current environment.

**Unite Private Network's response: UPN accepts and complies with the item above.**

**C. PROJECT REQUIREMENTS**

The LPS locations that require this service must be converted during the month of July 2016 and the month of July for each succeeding year. The circuits should be installed and tested by the first Friday in August 2016 and each succeeding year, however LPS cannot incur charges on these circuits until after July 1 of the implementation year due to E-rate. The cutover must be complete by the first Friday in August 2016 and each succeeding year or incur a penalty (see Section III, DD Penalty). Existing service must remain active until the final cutover (see D. Transition Requirement). LPS is cognizant of a growing demand for bandwidth. LPS is interested in identifying the Proposer(s) who will meet the current and future telecommunications needs of LPS over the term of the contract. The Proposer(s) will provide a cost-effective, scalable, and flexible transport solution that will be able to meet the demands of LPS and it is expected the solution would meet any future needs of LPS as deemed appropriate. Proposers shall identify services that are a normal part of their offering without additional fees.

**Add the following to RFP #8778:**

**Replace paragraph on Page 4, Section C - PROJECT REQUIREMENTS**

**The LPS locations require this service be available no later than July 1, 2017, however LPS cannot incur charges on these circuits until after July 1, 2017 due to E-rate. LPS is cognizant of a growing demand for bandwidth. LPS is interested in identifying the Proposer(s) who will meet the current and future telecommunications needs of LPS over the term of the contract. The Proposer(s) will provide a cost-effective, scalable, and flexible transport solution that will be able to meet the demands of LPS and it is expected the solution would meet any future needs of LPS as deemed appropriate. Proposers shall identify services that are a normal part of their offering without additional fees.**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**D. TRANSITION REQUIREMENT**

For purposes of assisting LPS in transitioning to a potential new fiber network provider at the expiration of that network provider's contract, the winning Proposer(s), if any, to this RFP shall be required, if requested by LPS, to continue to provide any part or all of the contracted services in accordance with the terms and conditions, requirements and specifications of the contract with LPS for a period not to exceed 90 calendar days after the expiration or termination of the contract for a price not to exceed those prices set forth in the contract.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN has read and will comply. In addition, UPN reserves the right to negotiate longer transition periods into the final agreement between the parties that may benefit the District if the need to transition arises.

**E. SCOPE OF WORK**

The Proposer shall provide non-recurring costs (NRC) for design, engineering and project management for the special construction of the network facilities (i.e., development costs). In addition, the Proposer will provide NRC for the special construction of the leased lit fiber network and its maintenance for a leased lit fiber network capable of supporting a high-speed, IP-based, layer-2, Ethernet, wide area network to interconnect the above-described LPS locations. The network interface to LPS' CPE must physically be Ethernet with the capability to provide multiple virtual Ethernet interfaces via 802.1Q VLAN tagging.

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

This connectivity will transmit Internet, distance learning, and data transport between the eligible entities of LPS.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

## F. TECHNICAL REQUIREMENTS

The proposed Leased Lit Fiber Network solution must provide a network design in which:

1. Layer 2 (802.1q/802.1p) VLAN and QoS tags must be allowed through the provided network connection and must remain unchanged by the provider.
2. Ethernet frames containing a 1500 byte payload (for a total minimum supported Ethernet frame size of 1542 bytes), must be allowed and flow as a single complete frame without any fragmentation by the provider's equipment. Reference: [http://en.wikipedia.org/wiki/Ethernet\\_frame](http://en.wikipedia.org/wiki/Ethernet_frame)
3. Layer 2 performance must be adequate to support jitter and latency sensitive applications (i.e. video over IP).
4. The network interface to the customer's CPE must be an Ethernet-based handover connection. The connection must support either 802.1q tagged frames or must support 802.1ad provider bridging. LPS WILL NOT coordinate customer VLAN tags with the provider; the provider must either tunnel the customer VLAN tags through the provider network or must leave the customer VLAN tags unchanged from end-to-end.
5. Allow participating institutions to manage their own IP address space and routing.
6. Performance metrics on contracted circuits must be provided to LPS staff within 24 hours of request.
7. LPS must be notified within 24 hours of performing QoS changes, network monitoring changes or any other network changes that may have a positive or negative effect on performance as outlined in the RFP.
8. The provided connection must be tested to prove performance before it will be considered complete and usable. Testing according to ITU-T Y.156sam or RFC-2544 for performance, frame-loss and latency is preferred but detailed performance, frame-loss, latency and QOS test disclosure is also acceptable. Testing must validate the minimum frame size specified is supported.
9. Every connection's receive AND transmit capacity must each meet or exceed the bandwidth amount that is proposed. Testing must validate that capacity meets the amount purchased before the connection will be considered complete and usable.
10. Proposers should provide information on the age, type, and performance of the fiber they are proposing to lease, including a description of all applicable splice loss budgets compared to actual OTDR test results of each fiber strand in both directions.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

## G. PROJECT PLANNING AND MANAGEMENT

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

### 1. LPS MANAGEMENT STAFF

LPS management staff will:

- a. Provide overall project direction and management.
- b. Review and approve all project plans and deliverables.
- c. Ensure that technical assistance and support are provided during the Proposer's implementation phases and ongoing upgrade design of this project.
- d. Establish project management guidelines by meeting with the Proposer's project management team as needed.
- e. Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project.
- f. Coordinate other resources as needed to support the implementation process.
- g. Provide on-site assistance, as needed during the implementation phases of the project.
- h. Assist the Proposer in identifying eligible participants in the network as well as establishing guidelines with the Proposer for ordering, moving, adding or changing services.



## 2. PROPOSER

The Proposer will:

- a. Coordinate and administer the requirements of the network service(s) that are proposed.
- b. Maintain toll free lines for voice and facsimile from LPS to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of a service disruption. The Proposer will provide information regarding intent to maintain its facilities after project implementation has been completed.
- c. Maintain toll free voice lines for after-hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of contact for all services and equipment provided by the contract, including services and equipment subcontracted to another provider.
- d. Provide upon request, technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Proposer will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.
- e. Provide upon request, detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be available to LPS electronically in a format agreed upon by the Proposer and LPS to allow for import into various computer programs.
- f. Provide upon request, basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.

If the Proposer intends to Subcontract any part of its performance hereunder, the Proposer must provide:

- a. name, address, and telephone number of the Subcontractor(s);
- b. specific tasks for each Subcontractor(s);
- c. percentage of performance hours intended for each Subcontract; and
- d. total percentage of Subcontractor(s) performance hours.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JD	Unite Private Network's response: UPN will utilize subcontractors for the construction and installation of the fiber network. If selected as the winning bidder, UPN will host its own competitive bidding process to identify its subcontractors. UPN can supplement this information at that time.

## H. SERVICE LEVEL GUARANTEES

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above. (UPN's Standard SLA enclosed in bid response)

**I. MAINTENANCE SPECIFICATIONS**

When planned network maintenance activities are conducted by the Proposer which entails the risk of interrupting or diminishing service to LPS or its participants, LPS Computing Services must be notified at least three (3) business days in advance of the maintenance planned. Additionally, the Proposer must agree to work with LPS to find an alternate date and time of maintenance, if the proposed time would be particularly detrimental to LPS business needs. An acceptable planned maintenance period would be from 10:00 p.m. to 6:00 a.m.

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

The Proposer must operate its own Network Operations Center(s) and provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven days a week. The Proposer shall provide sufficient staff for peak and critical hours. The Proposer shall provide LPS with a local and toll-free number for trouble reporting.

The Proposer must respond to trouble reports within one (1) hour of notification. The Proposer must also provide an escalation procedure and contact list to be used for unresolved issues, including names, titles and phone numbers of contact persons in the escalation chain. Major service-affecting problems that are not resolved within two (2) hours of time after the notification of trouble shall constitute a prolonged outage and must be escalated.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**J. IMPLEMENTATION PLAN**

The Proposer should submit with their proposal response, and must provide prior to award, an implementation plan for the deployment of the services, that reflect the services to be included in the associated contract. The plan must clearly represent the constraints of time, scope and cost. At a minimum the implementation plan must include the project approach, scope of work, work breakdown structure (WBS), schedule, milestones, deliverables, risk assessment, mitigation strategies, resource planning and communication plans.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**K. DEPLOYMENT STATUS REPORTS**

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**L. BILLING**

The Proposer must comply with all applicable E-rate requirements. Each location shall be itemized and billed monthly

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**M. CERTIFICATION**

LPS requires that the Proposer be certificated or permitted by, or registered with, the Public Service Commission (PSC) to provide the services outlined in this Section of this RFP (Neb. Rev. Stat. § 81-1120.19). The Proposer must be willing to file Tariffs with the PSC specific to the network proposed in their proposal. The Proposer must be willing to accept direct payment for USF and NUSF contributions to their proposed network. The Proposer must include these contributions in its proposal prices.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**N. COST**

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

Any costs which are not eligible for E-rate discounts must be identified.

The proposal prices listed must include the cost of doing business as indicated below. Simply placing a cost number in the appropriate cell is all that is needed.

Unite Private Network's response: UPN has included the current NUSF percentage in this proposal. However, UPN has no control over the fluctuation of this percentage. The invoices to the District will reflect the then current NUSF rate as mandated by the state of Nebraska.

**1. NETWORK EQUIPMENT AND HARDWARE COSTS**

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

**2. INSTALLATION COSTS**

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

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

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

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

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

**4. QUANTITY**

LPS has the option of purchasing any quantity of services in any increment proposed. LPS reserves the right to purchase any quantity of service. There will be no minimum or maximum quantities imposed as a result of any contract.

**5. PROPOSAL COST TABULATION**

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

SAMPLE—Proposal costs for NRC and MRC for 72 months.

Circuit	Bandwidth	NRC	MRC	MRC Total (72 months)	Total
Moore MS to LPS Data Center	10Gbps	Included in Total Price	-	-	Included in Total Price
Moore MS to Southwest HS	10Gbps	Included in Total Price	-	-	Included in Total Price
Moore MS to Southeast HS	10Gbps	Included in Total Price	-	-	Included in Total Price
Moore MS to Scott MS	10Gbps	Included in Total Price	-	-	Included in Total Price
Moore MS to Pound MS	10Gbps	Included in Total Price	-	-	Included in Total Price
Wysong ES to Moore MS	10Gbps	Included in Total Price	-	-	Included in Total Price
Wysong ES to Southeast HS	10Gbps	Included in Total Price	-	-	Included in Total Price
Total		*\$177,809	\$0	\$0	*\$177,809

**\*Includes NUSF Fees of 7.0%. Which may fluctuate during the term of the agreement per the State of Nebraska guidelines.**

## Section B – Leased Dark Fiber Network

The objective of this Proposal option is to obtain a proposal for the lease or IRU of a dedicated Dark Fiber Network connecting two LPS locations with aggregation centers as listed below. Addresses for LPS Sites can be found in Appendix B.

- a. Moore Middle School Ring Fiber to Southwest High School
- b. Moore Middle School Ring Fiber to Southeast High School
- c. Wysong Elementary School Lateral Fiber to Moore Middle School

### A. PROJECT OVERVIEW

The objective of this section of the RFP is to identify a Proposer or Proposers who will provide leased dark fiber network connectivity that will meet the current and future telecommunications needs at these LPS locations over the term of the contract. Leased dark fiber service is leasing a number of fiber strands on a proposer owned network, along with services for technical support, maintenance, and operations of the leased dark fiber strands. LPS will be responsible for procuring the network equipment necessary to provide lit service over the leased dark fiber strands, along with technical support, maintenance, and operations of the LPS network equipment. Each Proposer will provide cost-effective, scalable and flexible fiber-based infrastructure that connects these locations to the existing fiber-based infrastructure as specified in this RFP. The Proposer must propose all costs to provide connectivity, maintenance, operation, and routing equipment.

All proposals must meet the technical requirements as stated in the RFP.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

### B. CURRENT ENVIRONMENT

The current LPS fiber network consists of a Ring (24 fibers) connecting 10 Core Sites that each connect to Lateral Sites (12 fibers) in the area surrounding the respective Core Site. Two of the Core Sites are active-active data centers adjacent to each other on the Ring. See LPS Network Topology in Appendix A and LPS Sites in Appendix B. Note that Wysong and Moore are shown in LPS Network Topology as desired upon completion of the Leased Dark Fiber Network in this RFP, if selected as the most cost-effective option. The Ring utilizes diverse fiber routes up to the property edge at each Core Site but is not diverse across the Core Site property and into the main wiring closet (MDF).

The leased dark fiber option, while separate from the current LPS environment, will be connected to the existing current fiber network as shown in Appendix C.

### C. PROJECT REQUIREMENTS

The desired leased dark fiber solution should extend the existing Ring from Southwest HS to Moore, and from Southeast HS to Moore, thus creating a new Core Site on the Ring. Wysong shall become another Lateral Site connecting to Moore. The Ring shall provide 24 Single-Mode fibers to Moore from Southwest HS and 24 Single-Mode fibers to Moore from Southeast HS. The Lateral from Wysong shall provide 12 Single-Mode fibers to Moore.

The entrance fiber into Moore from the property edge to the demarcation point (MDF) requires a minimum of 60 Single-Mode fibers. To account for future growth, a cable with 144-count fiber is recommended.

The earliest construction can begin is January 1, 2017, and selection of the service provider and filing of FCC Form 470 is expected to occur prior to January 1, 2017. Billing for services cannot occur prior to July 1, 2017.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN has read and will comply.

**D. TRANSITION REQUIREMENT**

For purposes of assisting LPS in transitioning to a potential new fiber network provider at the expiration of that network provider's contract, the winning Proposer(s), if any, to this RFP shall be required, if requested by LPS, to continue to provide any part or all of the contracted services in accordance with the terms and conditions, requirements and specifications of the contract with LPS for a period not to exceed 90 calendar days after the expiration or termination of the contract for a price not to exceed those prices set forth in the contract.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN has read and will comply. In addition, UPN reserves the right to negotiate longer transition periods into the final agreement between the parties that may benefit the District if the need to transition arises.

**E. SCOPE OF WORK**

The Proposer shall provide non-recurring costs (NRC) for design, engineering and project management for the special construction of the network facilities (i.e., development costs). In addition, the Proposer will provide NRC for the special construction of the leased dark fiber network and its maintenance for a leased dark fiber network capable of supporting a high-speed, IP-based, layer-2, Ethernet, wide area network to interconnect the above-described LPS locations.

The Proposer shall provide all Fiber Optic cables, Pigtail assemblies, Outdoor Splice Cases and Trays, Handholes, Ducts, Locate Wire, Pull Boxes, and any other consumables and installation hardware necessary to construct and terminate the leased dark fiber network. In addition, the Proposer shall perform all Fusion Splicing, Indoor Fiber Terminations, Cable Testing, and Test Documentation.

LPS shall provide interior Pull Boxes, EMT conduits and data racks within Wysong and Moore. The Proposer shall provide interior Pull Boxes and EMT conduits to the Main Wiring Closet (MDF), if none are available, at each aggregation center.

The proposer shall provide comprehensive specifications for their proposed special construction solution and provide invoice level detail on associated costs, such as:

1. Route assessment, maps, ROW access and/or easement requirements.
2. Whether fiber will be buried, strung through conduit (existing or newly installed), and/or strung aerially on poles (existing or newly installed), and any associated terms and costs (e.g., pole attachment agreements imposing make-ready costs, trenching and/or boring costs).
3. Quantity and cost of other plant elements (e.g., handholes, splice enclosures, vaults).
4. Charges for engineering, environmental assessments, traffic control and permits, surveys, testing, etc.

This connectivity will transmit Internet, distance learning, and data transport between the eligible entities of LPS.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN has read and will comply.

**F. TECHNICAL REQUIREMENTS**

The proposed Leased Dark Fiber Network solution must provide a network design in which:

1. The network interface to the customer's CPE must be terminated with SC type connectors.
2. The provided connection must be tested to prove performance before it will be considered complete and usable.

3. Proposers should provide information on the age, type, and performance of the fiber they are proposing to lease, including a description of all applicable splice loss budgets compared to actual OTDR test results of each fiber strand in both directions.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN has read and will comply.

**G. PROJECT PLANNING AND MANAGEMENT**

LPS acknowledges that project management and implementation procedures will require alignment and adjustment of work processes for the Proposer's organizations and LPS. The alignment will be part of the contract finalization. However, the Proposer will respond to this RFP assuming the following responsibilities.

**1. LPS MANAGEMENT STAFF**

LPS management staff will:

- a. Provide overall project direction and management.
- b. Review and approve all project plans and deliverables.
- c. Ensure that technical assistance and support are provided during the Proposer's implementation phases and ongoing upgrade design of this project.
- d. Establish project management guidelines by meeting with the Proposer's project management team as needed.
- e. Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project.
- f. Coordinate other resources as needed to support the implementation process.
- g. Provide on-site assistance, as needed during the implementation phases of the project.
- h. Assist the Proposer in identifying eligible participants in the network as well as establishing guidelines with the Proposer for ordering, moving, adding or changing services.

**2. PROPOSER**

The Proposer will:

- a. Coordinate and administer the requirements of the network service(s) that are proposed.
- b. Maintain toll free lines for voice and facsimile from LPS to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of a service disruption. The Proposer will provide information regarding intent to maintain its facilities after project implementation has been completed.
- c. Maintain toll free voice lines for after-hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of contact for all services and equipment provided by the contract, including services and equipment subcontracted to another vendor.
- d. Provide upon request, technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Proposer will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.
- e. Provide upon request, detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be available to LPS electronically in a format agreed upon by the Proposer and LPS to allow for import into various computer programs.



- f. Provide upon request, basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.

If the Proposer intends to Subcontract any part of its performance hereunder, the Proposer must provide:

- a. name, address, and telephone number of the Subcontractor(s);
- b. specific tasks for each Subcontractor(s);
- c. percentage of performance hours intended for each Subcontract; and
- d. total percentage of Subcontractor(s) performance hours.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JD	Unite Private Network's response: UPN will utilize subcontractors for the construction and installation of the fiber network. If selected as the winning bidder, UPN will host its own competitive bidding process to identify its subcontractors. UPN can supplement this information at that time.

#### H. SERVICE LEVEL GUARANTEES

This Leased Dark Fiber Network must support production applications that require a high degree of reliability and must operate with little or no service disruptions for twenty-four (24) hours a day, seven (7) days a week. Proposer(s) must have the necessary staff for the installation, operation, and maintenance of their network. The Proposer will conform to these service level agreements, and include details concerning restoration procedures and goals and escalation procedures.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above. (UPN's Standard SLA enclosed in bid response)

#### I. MAINTENANCE SPECIFICATIONS

When planned network maintenance activities are conducted by the Proposer which entails the risk of interrupting or diminishing service to LPS or its participants, LPS Computing Services must be notified at least three (3) business days in advance of the maintenance planned. Additionally, the Proposer must agree to work with LPS to find an alternate date and time of maintenance, if the proposed time would be particularly detrimental to LPS business needs. An acceptable planned maintenance period would be from 10:00 p.m. to 6:00 a.m.

The Proposer will provide routine maintenance and inspection of the fiber infrastructure, pro-active monitoring of fiber operation, repair of fiber breaks, and replacement of damaged fiber or fiber that no longer meets specifications, locate services, registration of the fiber with 811 service, and other support necessary to ensure operation of the network.

The Proposer must operate its own Network Operations Center(s) and provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven days a week. The Proposer shall provide sufficient staff for peak and critical hours. The Proposer shall provide LPS with a local and toll-free number for trouble reporting.

The Proposer must respond to trouble reports within one (1) hour of notification. The Proposer must also provide an escalation procedure and contact list to be used for unresolved issues, including names, titles and phone numbers of contact persons in the escalation chain. Major service-affecting problems that are not resolved within two (2) hours of time after the notification of trouble shall constitute a prolonged outage and must be escalated.

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



Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above. (UPN's Standard SLA enclosed in bid response)

**J. IMPLEMENTATION PLAN**

The Proposer should submit with their proposal response, and must provide prior to award, an implementation plan for the deployment of the services, that reflect the services to be included in the associated contract. The plan must clearly represent the constraints of time, scope and cost. At a minimum the implementation plan must include the project approach, scope of work, work breakdown structure (WBS), schedule, milestones, deliverables, risk assessment, mitigation strategies, resource planning and communication plans.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**K. DEPLOYMENT STATUS REPORTS**

The Proposer's designated project manager will provide weekly progress reports of the status of any deployment schedule to LPS's designated project manager. The weekly progress report must include identification of any issues affecting the deployment schedule, and include recommended resolution(s) to any identified barriers to network deployment.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**L. BILLING**

The Proposer must comply with all applicable E-rate requirements. Each location shall be itemized and billed monthly

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**M. CERTIFICATION**

LPS requires that the Proposer be certificated or permitted by, or registered with, the Public Service Commission (PSC) to provide the services outlined in this Section of this RFP (Neb. Rev. Stat. § 81-1120.19). The Proposer must be willing to file Tariffs with the PSC specific to the network proposed in their bid. The Proposer must be willing to accept direct payment for USF and NUSF contributions to their

proposed network. The Proposer must include these contributions in its proposal prices.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

#### N. CORE SWITCHING AND ROUTING EQUIPMENT

LPS desires to simplify management and provide improved interoperability with the current Cisco wired network environment. The proposed equipment must be compatible with the existing wired network environment and support each of the following. If the proposed equipment is not compatible with the existing wired network environment explain how interoperability will be accomplished. It is anticipated this equipment may be bid by separate Proposers from those bidding on the connectivity services sought in this RFP.

1. The existing Cisco Switching and Routing equipment used at other Core Sites in the LPS Network is the Cisco Catalyst 4500X Switch and is desired at Moore for compatibility. Cisco Catalyst 3650 Switches are currently in use at Wysong and, while no additional equipment is needed, proposals are requested for comparing cost-effectiveness with Lit Fiber Network costs.
2. The equipment must provide a compatible VLAN Trunking Protocol.
3. The equipment must support a Cisco VoIP infrastructure and support detecting Cisco Phones and the ability to place them in a separate VLAN from other access devices.
4. The equipment must provide IEEE 802.11at (PoE+) power to any port.
5. The equipment must provide an authorization, authentication, and accounting (AAA) mechanism utilizing RADIUS.
6. A Technical Assistance Center for Management and Maintenance Service must be available and staffed on a 24x7 basis and accessible via a toll-free number.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above. (UPN's Standard SLA enclosed in bid response)

#### O. COST

Costs shall be all-inclusive, meaning all non-recurring costs (NRC) required by the Proposer to commence service are separately listed, clearly indicating any NRCs associated with special construction, and all monthly recurring costs (MRC) for the corresponding segments shall be included in the pricing sheets. No increased pricing will be allowed during the 72-month term of the contract, or extensions. All prices shall be proposed as an individual location/school cost on a recurring or non-recurring basis. **All Proposer costs must be reflected in either the monthly recurring or non-recurring charges. All fees, taxes and pass-through charges such as NUSF must also be included in the cost. No additional charges will be accepted.** LPS shall not be responsible for any cost that is not identified in the Proposer's cost proposal.

Any costs which are not eligible for E-rate discounts must be identified.

The proposal prices listed must include the cost of doing business as indicated below. Simply placing a cost number in the appropriate cell is all that is needed.

##### 1. DESIGN, ENGINEERING AND PROJECT MANAGEMENT COST

Identify the NRC associated with the design, engineering, and project management services necessary to provide the Leased Dark Fiber Network.

##### 2. INSTALLATION COSTS

Identify the NRC for special construction of the Leased Dark Fiber Network. These costs include City of Lincoln fees for right of way permits, pole attachment fees, the actual cost of installation and

construction of the fiber cable plant, cable pathways within the building to the demarcation point, and splicing and termination of fiber.

- a. All fees that would be incurred for a fully functioning end-to-end connection, whether recurring or non-recurring, must be included in the cost. All cross-connect, and facilities related charges that would be incurred to physically connect the circuit to LPS equipment on both ends must be included in the NRC cost.
- b. The NRC should only include the costs associated with the requested fiber count. Should the proposer choose to install fiber cable in excess of the requested fiber count, the cost of the excess fiber cable must be removed on a prorated basis. For example, if 96 count fiber is installed, the proposer should only reflect the cost of 24 count fiber or 25% of the fiber cable costs for that segment in their response.
- c. An exception to the above (b) is for the Moore Entrance Fiber which will be over-provisioned to allow for future growth.

Segment	Description	Fiber Count	Length	Total Cost
Moore to Southwest	Enter the Segment Length and Total Cost of the needed 24-count fiber cable.	24	10.54 linear km	\$ Included (See below)
Moore to Southeast	Enter the Length and Total Cost of the needed 24-count fiber cable.	24	11.75 linear km	\$ Included (See below)
Wysong to Moore	Enter the Length and Total Cost of the needed 12-count fiber cable.	12	4.59 linear km	\$ Included (See below)
Moore Entrance	Enter the Length and Total Cost for 144-count fiber cable even though only 60-count fiber cable is required.	144	0.28 Linear km	\$ Included (See below)
<b>Total</b>				<b>*\$177,809</b>

*\*Includes NUSF Fees of 7.0%. Which may fluctuate during the term of the agreement per the State of Nebraska guidelines.*

### 3. CORE SWITCHING AND ROUTING EQUIPMENT AND HARDWARE COSTS

Network equipment and hardware (non-CPE) will be part of the Leased Dark Fiber Network costs and used to determine cost-effectiveness when compared to the Leased Lit Fiber Network.

Location	Model	Quantity	Unit Cost
Moore MS	Cisco WS-C4500X-16SFP+ or Equivalent	2	\$ No bid
Moore MS	Cisco C4500X-IP-ES or Equivalent	2	\$ No bid
Moore MS	Cisco C4KX-PWR-750AC-R or Equivalent	2	\$ No bid
Moore MS	Cisco C4KX-PWR-750AC-R/2 or Equivalent	2	\$ No bid
Moore MS	Cisco CON-SNT-WSC16SFX or Equivalent	2	\$ No bid

### 4. SOFTWARE, WARRANTY, AND MAINTENANCE COSTS

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

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

- b. Maintenance costs shall include all scheduled and unscheduled maintenance of the Fiber plant.
  - i. Maintenance and repair of the Fiber, Cable, and points of access.
  - ii. Fiber Moves required by third-parties necessary to prevent failure, interruption or impairment of the Fiber of Cable (ex., road construction or widening projects).
  - iii. Patrol of the Fiber, Cable, and points of access on a regular basis.
  - iv. Maintenance of a "Call-Before-You-Dig" program and all required cable locates.
  - v. Maintenance of Signage on posts, as permitted by the underlying right-of-way owner, along the Fiber route.

**5. QUANTITY**

LPS has the option of purchasing any quantity of services or equipment in any increment proposed. There will be no minimum or maximum quantities imposed as a result of any contract.

**6. PROPOSAL COST TABULATION**

The proposal cost will be tabulated with an intent to award made based on the monthly recurring costs multiplied by the applicable length of service in months (72), not to include extensions, plus the one-time non-recurring costs.

SAMPLE— Proposal costs for NRC and MRC for 72 months.

Cost Breakout	For	NRC	MRC	MRC Total (72 months)	Total (NRC + MRC Total)
Design, Engineering and Project Management	Project	\$5,000			\$5,000
Installation (construction)	Segment from Moore to Southwest	\$60,000	\$300	\$21,600	\$81,600
	Segment from Moore to Southeast	\$50,000	\$300	\$21,600	\$71,600
	Segment from Wysong to Moore	\$10,000	\$100	\$7,200	\$17,200
Core Switching and Routing Equipment	Moore	\$28,000			\$28,000
	Wysong	\$18,000			\$18,000
Software, Warranty, and Maintenance	Moore	\$2,000	\$200	\$14,400	\$16,400
	Wysong	\$1,000	\$200	\$14,400	\$15,400
Total		\$174,000	\$1,100	\$79,200	\$253,200

## SECTION C - AWARD CRITERIA

While price is the major consideration, LPS will consider other criteria in evaluating these proposals. The point values associated with the award criteria are:

Factor	Weight	Score	Notes
Price of the eligible services	30%		
Compatibility with the existing fiber network and/or equipment, including quality of equipment	25%		
Service, support, & technical experience	15%		
Compliance with RFP specifications and submittals	15%		

Other costs, including but not limited to ineligible cost factors or additional costs not outlined in bid response	15%		
<b>Total</b>	<b>100%</b>		

## PROPOSAL QUESTIONS

- A. Proposal questions may be submitted **until 2:00 pm, November 4, 2016** by e-mailing Matt Bellamy (mbellam@lps.org), LPS Director of Purchasing. Questions will not be accepted after this date and time.
- B. It is the Proposer's responsibility to assure that all addenda have been reviewed.

## CLARIFICATION OF PROPOSALS

- A. Qualified proposals will be evaluated and acceptance made based on the best value offered to the Lincoln Public Schools.
- B. Proposals will be evaluated according to completeness, content, and award criteria.
- C. The Lincoln Public Schools may make such reasonable investigations or demonstrations as deemed proper and necessary to determine the ability of the Proposer to deliver the equipment/work/service proposed, and the Proposer shall furnish to the Lincoln Public Schools all such information and data for this purpose as may be requested.
- D. The Lincoln Public Schools reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Proposer fail to satisfy the Lincoln Public Schools that such Proposer is properly qualified to carry out the obligations of the contract and to furnish the item(s) contemplated therein.
- E. The Lincoln Public Schools reserves the right to negotiate with any Proposer. The successful Proposer may be asked to participate in negotiations and make revisions to their proposal based on these negotiations.
- F. This proposal does not commit the Lincoln Public Schools to award a contract or pay costs incurred in the preparation of this proposal.
- G. At their option, the evaluators may request oral presentations or discussion with any or all Proposer's for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, Proposers are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Proposer.
- H. The Lincoln Public Schools reserves the right to accept any offer or to reject all offers for any reason, including for non-compliance with any requirement, scope and specification stated within this RFP.
- I. Individual invoices must be issued for each purchase order received.
- J. LPS reserves the right (1) to terminate or postpone the RFP process at any time; (2) to accept or reject any or all proposals or parts of proposals; and (3) to waive irregularities and technicalities in proposals such as shall best serve the requirements and interests of LPS.
- K. NO CONTRACTUAL RIGHTS SHALL BE CREATED BETWEEN ANY PROPOSERS, INCLUDING THE SELECTED PROPOSER(S), AND LPS UNTIL A WRITTEN CONTRACT HAS BEEN APPROVED BY THE LPS BOARD OF EDUCATION, AND EXECUTED BY ALL PARTIES THERETO.

## RFP REPRESENTATIONS AND WARRANTIES

- A. Participation in this RFP by interested persons or firms shall be at no cost or obligation to LPS.
- B. By signing and submitting a proposal, the Proposer represents that it has read and understands the proposal documents, that the proposal was created and submitted without collusion with other eligible proposers, and was made without effort to preclude LPS from obtaining the best proposals on this RFP.
- C. By submitting a proposal, the Proposer and its respective owners, officers, employees, and agents agree to waive any claims it or they have or may claim to have against LPS arising out of or in connection with the administration, evaluation, or recommendation of any proposal; a waiver of any requirements under this RFP; acceptance or rejection of any proposals; and award of any contracts.

## MISCELLANEOUS

- A. The Laws of the State of Nebraska shall govern this RFP and any submitted proposals.
- B. LPS does not waive governmental immunity by this RFP and specifically retain immunity and all defenses available to it as a sovereign.

- C. Proposers shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to the regulation of the Department of Education (34 C.F.R. Part 100) issued pursuant to the title; to the end that, in accordance with Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which LPS receives federal financial assistance from the Department; and hereby gives assurance that the proposer will immediately take any measure necessary to effectuate this representation. Proposers shall comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status, and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.
- D. Proposers shall not assign any individual or agent to be present at any of the Project locations with a criminal record of a serious nature as defined by LPS policy, regulations, practices or directives.
- E. Proposers shall use the federal immigration verification system to determine the work eligibility status of new employees performing services within the State of Nebraska. The federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. This requirement applies to all subcontractors of proposers.

## REFERENCES:

List below three references within 200 miles where Proposer has provided services identical to those proposed in this RFP. The Lincoln Public Schools reserves the right to require upon its request a list of users of the services contained in the proposal, if any. The Lincoln Public Schools may contact these users to determine quality level of the offered services. Such information may be considered in the evaluation of the bid.

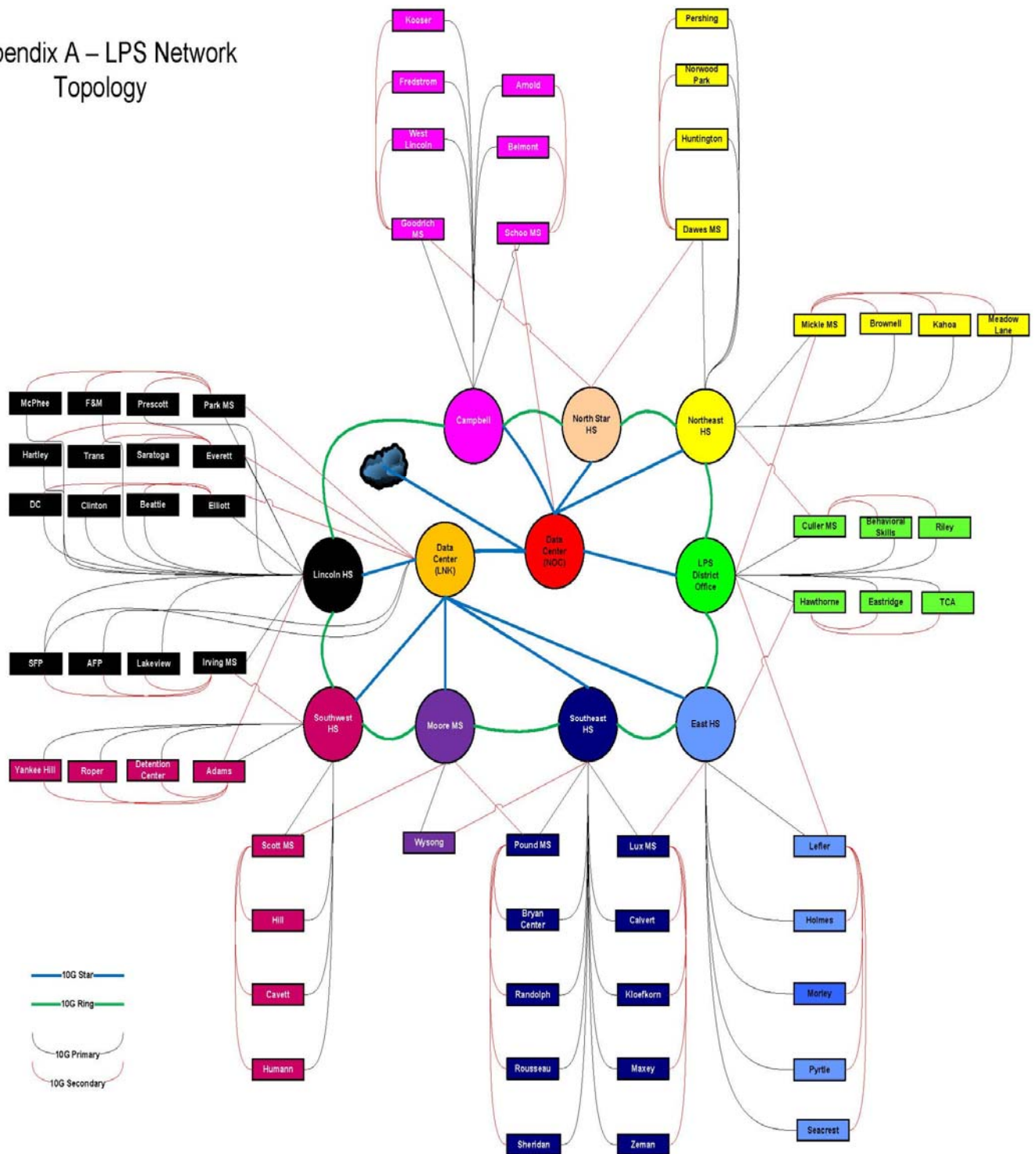
SITE	DATE OF DELIVERY	CONTACT PERSON	TELEPHONE #
Omaha Public Schools	July 1, 2015	Bobbi Gatrost	(402) 557-2021
Papillion-LaVista School District	December 31, 2013	Bill Pulte	(402) 537-6200
Council Bluffs Comm. School District	March 29, 2016	Dave Fringer	(712) 328-6446

## Procurement Statement of Non-Preference

It is the intent of The Lincoln Public Schools to procure a product in the size, quality, and parameters of the described specifications. Sometimes, for facilitation of proposal procedures only, a certain manufacturer, product, or vendor will be utilized to help streamline this process. However, the Lincoln Public Schools invites and encourages all other qualified Proposers to submit equivalent proposals. The primary purpose is to ensure that no interested party is excluded or limited from the proposal process. All proposals are evaluated equally, based on criteria described in this RFP.

## APPENDIX A – LPS Network Topology

Appendix A – LPS Network Topology





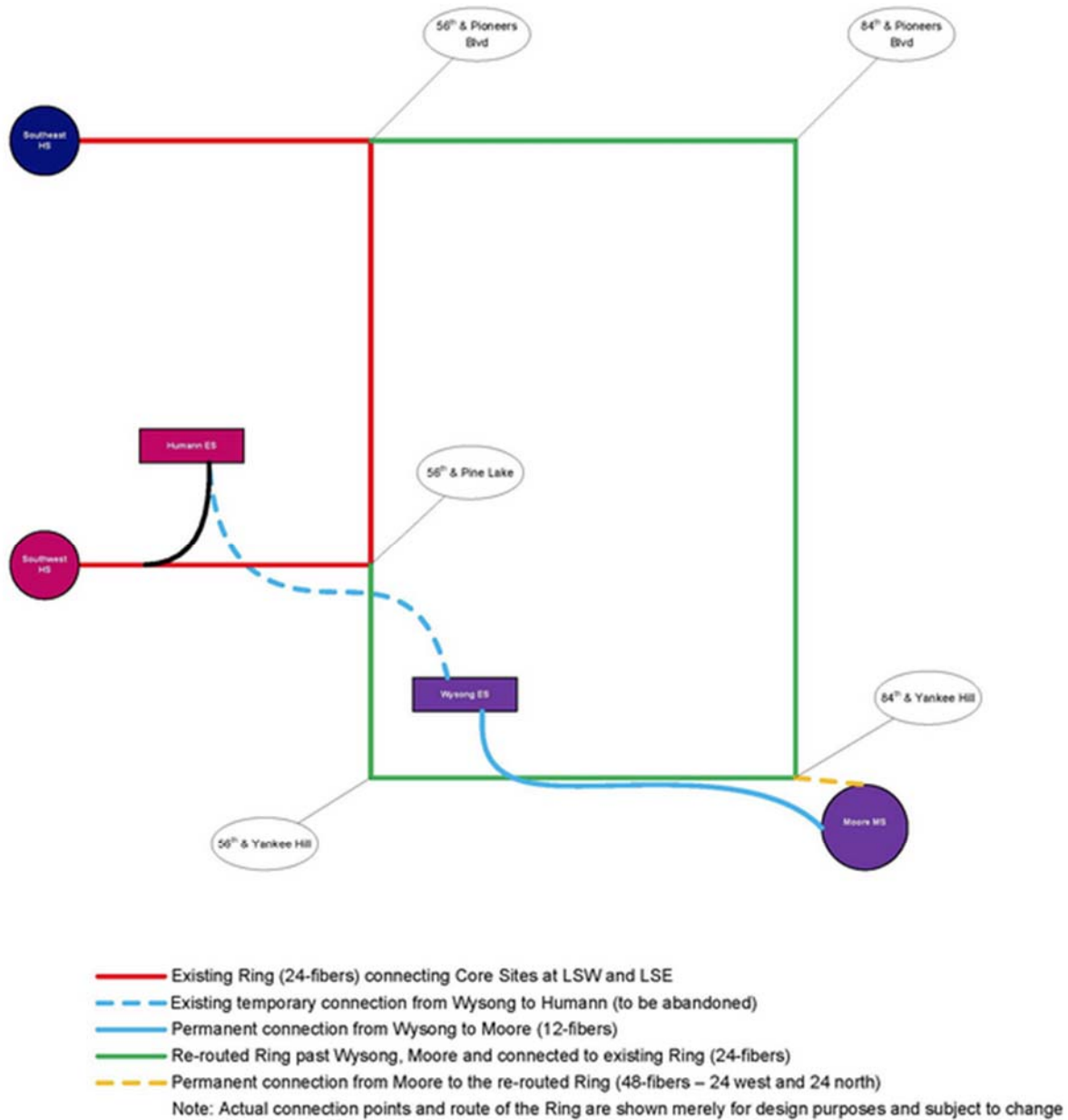
## Appendix B – LPS Sites

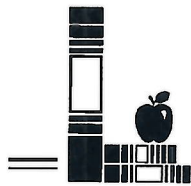
Building	Type	Lateral/ Ring	Address
Adams ES	K-5	Lateral	7401 Jacobs Creek Dr, 68512-9548
Arnold ES	K-5	Lateral	5000 Mike Scholl St, 68524-2305
Beattie ES	K-5	Lateral	1901 Calvert St, 68502-4817
Belmont ES	K-5	Lateral	3425 N 14th St, 68521-2126
Brownell ES	K-5	Lateral	6000 Aylesworth Ave, 68505-1180
Calvert ES	K-5	Lateral	3709 S 46th St, 68506-4218
Campbell ES	K-5	Ring	2200 Dodge St, 68521-1250
Cavett ES	K-5	Lateral	7701 S 36th St, 68516-5716
Clinton ES	K-5	Lateral	1520 N 29th St, 68503-1505
Eastridge ES	K-5	Lateral	6245 L St, 68510-2354
Elliott ES	K-5	Lateral	225 S 25th St, 68510-1213
Everett ES	K-5	Lateral	1123 C St, 68502-1256
Fredstrom ES	K-5	Lateral	5700 NW 10th St, 68521-3842
Hartley ES	K-5	Lateral	730 N 33rd St, 68503-3221
Hill ES	K-5	Lateral	5230 Tipperary Trl, 68512-1459
Holmes ES	K-5	Lateral	5230 Sumner St, 68506-1362
Humann ES	K-5	Lateral	6720 Rockwood Ln, 68516-5118
Huntington ES	K-5	Lateral	2900 N 46th St, 68504-2630
Kahoa ES	K-5	Lateral	7700 Leighton Ave, 68507-2944
Kloefkorn ES	K-5	Lateral	6601 Glass Ridge Dr, 68526-9752
Kooser ES	K-5	Lateral	7301 N 13th St, 68521-4530
Lakeview ES	K-5	Lateral	300 Capitol Beach Blvd, 68528-1643
Maxey ES	K-5	Lateral	5200 S 75th St, 68516-4360
McPhee ES	K-5	Lateral	820 Goodhue Blvd, 68508-4336
Meadow Lane ES	K-5	Lateral	7200 Vine St, 68505-2134
Morley ES	K-5	Lateral	6800 Monterey Dr, 68506-2334
Norwood Park ES	K-5	Lateral	4710 N 72nd St, 68507-1522
Pershing ES	K-5	Lateral	6402 Judson St, 68507-2553
Prescott ES	K-5	Lateral	1930 S 20th St, 68502-2709
Pyrtle ES	K-5	Lateral	721 Cottonwood Dr, 68510-4308
Randolph ES	K-5	Lateral	1024 S 37th St, 68510-3508
Riley ES	K-5	Lateral	5021 Orchard St, 68504-3264
Roper ES	K-5	Lateral	2323 S Coddington Ave, 68522-1849
Rousseau ES	K-5	Lateral	3701 S 33rd St, 68506-3804
Saratoga ES	K-5	Lateral	2215 S 13th St, 68502-3605
Sheridan ES	K-5	Lateral	3100 Plymouth Ave, 68502-4129
West Lincoln ES	K-5	Lateral	630 W Dawes Ave, 68521-3958
Wysong ES	K-5	Lateral	7901 Blanchard Blvd, 68516-
Zeman ES	K-5	Lateral	4900 S 52nd St, 68516-1816
Culler MS	6-8	Lateral	5201 Vine St, 68504-3339
Dawes MS	6-8	Lateral	5130 Colfax Ave, 68504-1751



Goodrich MS	6-8	Lateral	4600 Lewis Ave, 68504-2080
Irving MS	6-8	Lateral	2745 S 22nd St, 68502-3915
Lefler MS	6-8	Lateral	1100 S 48th St, 68510-4812
Lux MS	6-8	Lateral	7800 High St, 68506-3661
Mickle MS	6-8	Lateral	2500 N 67th St, 68507-2807
Moore MS	6-8	Ring	8700 S Yankee Woods Dr, 68526-
Park MS	6-8	Lateral	855 S 8th St, 68508-3183
Pound MS	6-8	Lateral	4740 S 45th St, 68516-1713
Schoo MS	6-8	Lateral	700 Penrose Dr, 68521-8928
Scott MS	6-8	Lateral	2200 Pine Lake Rd, 68512-3600
East HS	9-12	Ring	1000 S 70th St, 68510-4217
Lincoln HS	9-12	Ring	2229 J St, 68510-2933
Northeast HS	9-12	Ring	2635 N 63rd St, 68507-2422
North Star HS	9-12	Ring	5801 N 33rd St, 68504-4665
Southeast HS	9-12	Ring	2930 S 37th St, 68506-3230
Southwest HS	9-12	Ring	7001 S 14th St, 68512-9200
Arts & Humanities Focus	Alternative	Lateral	643 S 25th St, 68510-3060
Sherill Education Center/BSP	Alternative	Lateral	330 N 56th St, 68504-3520
Nuernberger Center	Alternative	Lateral	1801 S 40th St, 68506-5205
Science Focus	Alternative	Lateral	1222 S 27th St, 68502-1832
Student Support Program	Alternative	Lateral	710 Hill St, 68502-3321
Career Academy	Alternative	Lateral	8800 O St, 68520-
Yankee Hill Program	Alternative	Lateral	865 W Burnham St, 68522-2118
LPS Custodial & Transportation	Support	Lateral	2200 Park Blvd, 68502-3325
LPS Distribution Center	Support	Lateral	505 South St, 68502-1941
LPS Facilities & Maintenance	Support	Lateral	800 S 24th St, 68510-2915
LPS Hawthorne Building	Support	Lateral	300 S 48th St, 68510-1830
LPS Data Center	Support	Ring	2377 J St, 68510-
LPS District Office	Support	Ring	5905 O St, 68510-2235
Seacrest Field	Other	Lateral	7400 A St, 68510-
CSN Nebraska Hall	Non-LPS	Ring	901 N 17th St, 68588-
Educare of Lincoln	Non-LPS	Lateral	3435 N 14th St, 68521-2126
Lancaster Youth Services Center	Non-LPS	Lateral	1200 Radcliff St, 68512-2506

## Appendix C – Wysong and Moore Fiber Schematic





## **ADDENDUM NUMBER 1 of 1**

**RFP: #8778 DUE: 11/23/2016 TIME: 10:00am**

### **DISTRICT WIDE AREA NETWORK FOR LINCOLN PUBLIC SCHOOLS LINCOLN, NEBRASKA**

**Add the following to RFP #8778:**

**Replace paragraph on Page 4, Section C - PROJECT REQUIREMENTS**

**The LPS locations require this service be available no later than July 1, 2017, however LPS cannot incur charges on these circuits until after July 1, 2017 due to E-rate. LPS is cognizant of a growing demand for bandwidth. LPS is interested in identifying the Proposer(s) who will meet the current and future telecommunications needs of LPS over the term of the contract. The Proposer(s) will provide a cost-effective, scalable, and flexible transport solution that will be able to meet the demands of LPS and it is expected the solution would meet any future needs of LPS as deemed appropriate. Proposers shall identify services that are a normal part of their offering without additional fees.**

**Page 3. Section A – Leased Lit Fiber Network**

☐ **Please identify the manufacturer and model of the switches at each of the locations listed in your request? i.e.; Cisco 3750**

**Wysong ES Core Switches are Cisco 3650, Edge Switches are Cisco 2960X**

**Moore MS Core Switches are expected to be Cisco 4500X, Edge Switches are expected to be Cisco 2960X (these are part of the 2017 E-rate RFPs and subject to change)**

**LPS Data Center Core Switch is Cisco 6500**

**Southwest HS Core Switch is Cisco 4500X**

**Southeast HS Core Switch is Cisco 4500X**

**Scott MS Core Switch is Cisco 4500X**

**Pound MS Core Switch is Cisco 4500X**

☐ Please identify the availability and capacity of the ports on each of the switches listed above? i.e.; 1 (one) 1.0 Gbps SFP port and 1 (one) 10.0 Gbps SFP port

**Both 1Gbps and 10Gbps SFP ports are available on all Cisco Switches listed above.**

Contact Matt Bellamy, Director of Purchasing via email [mbellam@lps.org](mailto:mbellam@lps.org) regarding any questions on the Addendum #1.

The receipt of the addenda is hereby acknowledged.

FIRM NAME: Unite Private Networks

BY: Martin Mueller

TITLE: Vice President Strategic Accounts

SIGNATURE: 

## **ADDENDUM**

### **STANDARD SERVICE LEVEL AGREEMENT** **(WAN Transport Services)**

This Addendum is made by and between \_\_\_\_\_ (“Customer”) and Unite Private Networks, LLC (“UPN”) to that certain WAN Services Agreement (“WAN Customer Agreement”) between the parties dated \_\_\_\_\_. The service conditions outlined in this Agreement relate to WAN Service (“Service”) delivered on the UPN Fiber Network.

1. UPN maintains a goal of 99.99% availability on all WAN transport services and strives to repair all service impacting conditions within four (4) hours of discovery.
2. Customer acknowledges the possibility of an interruption in Service that results in a partial or total disruption of Service which, subject to the exclusions and restrictions noted below, constitutes an “Outage.” If a location experiences an Outage (“Affected Service”), UPN, upon discovery of the Outage, will immediately commence work to repair the Affected Service. UPN will provide to Customer a good faith estimate of time to complete repair and provide regular updates of the status of repair.
3. Customer may be entitled to a credit based upon the amount of monthly Outage time experienced by the Affected Service. The credit amount is calculated by determining the percentage of time (calculated in minutes) that the Affected Service experiences an Outage, within a calendar month, in relation to the total calendar monthly minutes of Affective Service (“Outage Minutes %”). The amount of the credit shall be the Outage Minutes % multiplied by the pro-rated amount, determined by the number of locations that experienced an Outage, of the Customer Monthly Recurring Charge (“Customer MRC), as identified in the WAN Customer Agreement, for the Affected Service (“Outage Credit”).
4. To receive an Outage Credit, Customer must initiate a trouble ticket at the time of the Outage by contacting UPN at the Escalation Contact List noted below. The Outage shall be deemed to have commenced upon verifiable notification of outage and initiation of trouble ticket. The Outage shall end upon restoration of the Affected Service as evidenced by appropriate network tests by UPN.
5. Customer’s written request for an Outage Credit shall be submitted, within thirty (30) calendar days of the end of the calendar month in which the Outage occurs. Request shall be submitted to Unite Private Networks, 7200 NW 86<sup>th</sup> Street, Kansas City, MO 64153. Attn: Billing Dept. or by email at: legaldept@upnfiber.com. In no case shall UPN provide credit to Customer that exceeds the Customer’s MRC for the Affected Service.
6. All approved Outage Credits shall be credited on the next monthly invoice for the Affected Service following UPN approval of the Outage Credit.
7. The Outage Credits described herein shall be the sole and exclusive remedy of the Customer in the event of any Outage or other disruption of Service, and under no circumstances shall either be deemed an event of Default under this Agreement or that certain WAN Customer Agreement. UPN, or its representatives, make no warranties, express or implied, including warranties for fitness of use for a particular purpose. It is the explicit intention of the Parties hereto that no Person other than the Parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any Party hereto, and that covenants, undertakings, and agreements set forth in this Agreement shall be enforceable only by the Parties hereto or their respective successors or permitted assigns.
8. EXCEPT FOR THE WARRANTIES CONTAINED IN THIS AGREEMENT, UPN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. NEITHER PARTY, THEIR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS SHALL BE LIABLE IN ANY WAY WHATSOEVER, FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS REVENUE, LOST BUSINESS, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER, WHETHER OR NOT SUCH DAMAGES ARE

## **ADDENDUM**

### **SERVICE LEVEL AGREEMENT** **(WAN Transport Services)**

FORESEEABLE BY EITHER PARTY, OR THEIR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BY CUSTOMER UNDER THIS AGREEMENT.

10. An Outage shall not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following:

- 10.1 Interruptions on a Service for which the start of Service has not yet commenced.
- 10.2 Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to access, use or modify the Service or equipment used by Customer.
- 10.3 Interruptions due to power failure at Customer premises, or the failure or poor performance of Customer provided CPE.
- 10.4 Interruptions during any period in which UPN or its agents are not afforded access to the premises where the access lines associated with the Service are terminated, provided such access is reasonably necessary to prevent a degradation or to restore Service.
- 10.5 Interruptions during any period that UPN has communicated to Customer that the Service will be unavailable for maintenance or grooming purposes, or Customer has released the Service to UPN for the installation of a Customer service order.
- 10.6 Interruptions during any period that Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis.
- 10.7 Interruptions resulting from Force Majeure.
- 10.8 Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner.
- 10.9 Interruptions resulting from a UPN disconnect for cause.
- 10.10 Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer (including without limitation Customer's over subscription of circuits).
- 10.11 Interruptions due to improper or inaccurate network specifications provided by Customer.
- 10.12 Special configurations of the standard Service that have been mutually agreed to by UPN and Customer, provided however that UPN or a 3<sup>rd</sup> party vendor may provide a separate service level agreement to Customer for those special configurations.
- 10.13 UPN's inability to initiate Service by the Service start date.
- 10.14 Interruptions in service not caused by failure of the UPN network (ex. Interruptions caused by Customer internal LAN or equipment or caused by a third party network service provider).

#### 11.0 Escalation Contact List:

To assist Unite Private Networks in tracking and coordinating all necessary activities for resolving issues expeditiously, the following phone numbers are the first contacts for trouble resolution. All dispatches, if deemed necessary, will be generated through these contacts.

**ADDENDUM**

**SERVICE LEVEL AGREEMENT**  
**(WAN Transport Services)**

**Reporting service issues to UPN**

**1-866-963-4237 or 816-903-3927**  
**Twenty-four hours a day/seven days a week**

The escalation process provides the next step for obtaining information and resolutions in the event that Customer is unable to receive a satisfactory resolution by contact through the phone numbers listed above.

**Service Escalation Contact List**

<u>Level</u>	<u>Name</u>	<u>Email</u>	<u>Cell Phone Number</u>
1 <sup>st</sup>	Jerome Simoneau Sr. Engineer, Network Operations	<a href="mailto:jerome.simoneau@upnllc.com">jerome.simoneau@upnllc.com</a>	816-365-9435
2 <sup>nd</sup>	Beth Kimmel Director, Network Operations	<a href="mailto:beth.kimmel@upnllc.com">beth.kimmel@upnllc.com</a>	402-326-9980
3 <sup>rd</sup>	Chad Senglaub Chief Operations & Technology Officer	<a href="mailto:chad.senglaub@upnllc.com">chad.senglaub@upnllc.com</a>	816-500-9935

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

**Unite Private Networks, LLC**

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Section A - Leased Lit Fiber Network		NebraskaLink				Time Warner				Unite Private Networks			
Circuit	Bandwidth	NRC	MRC	MRC Total (72 months)	Total	NRC	MRC	MRC Total (72 months)	Total	NRC	MRC	MRC Total (72 months)	Total
Moore MS to LPS Data Center	10Gbps	50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Moore MS to Southwest HS	10Gbps	50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Moore MS to Southeast HS	10Gbps	50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Moore MS to Scott MS	10Gbps	50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Moore MS to Pound MS	10Gbps	50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Wysong ES to Moore MS	10Gbps	50,000.00	3,300.00	237,600.00	287,600.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Wysong ES to Southeast HS	10Gbps	50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Total		350,000.00	15,000.00	1,080,000.00	1,430,000.00	3,500.00	16,450.00	1,184,400.00	1,187,900.00	0.00	0.00	0.00	177,809.00

Section B - Leased Dark Fiber Network		NebraskaLink				Time Warner				Unite Private Networks			
Cost Breakout	For	NRC	MRC	MRC Total (72 months)	Total (NRC + MRC Total)	NRC	MRC	MRC Total	Total (NRC + MRC Total)	NRC	MRC	MRC Total	Total (NRC + MRC Total)
Design, Engineering and Project Management	Project			0.00	0.00							0.00	0.00
Installation (construction)	Segment from Moore to Southwest	50,000.00	6,000.00	432,000.00	482,000.00							0.00	0.00
	Segment from Moore to Southeast	50,000.00	6,000.00	432,000.00	482,000.00							0.00	0.00
	Segment from Wysong to Moore	50,000.00	6,000.00	432,000.00	482,000.00							0.00	0.00
Core Switching and Routing Equipment	Moore	10,554.80		0.00	10,554.80							0.00	0.00
	Wysong	10,554.80		0.00	10,554.80							0.00	0.00
Software, Warranty, and Maintenance	Moore	6,609.60		0.00	6,609.60							0.00	0.00
	Wysong	6,609.60		0.00	6,609.60							0.00	0.00
Total		184,328.80	18,000.00	1,296,000.00	1,480,328.80					0.00	0.00	0.00	177,809.00

Cost Allocation of Fiber		NebraskaLink			Time Warner			Unite Private Networks		
Segment	Description	Fiber Count	Length	Total Cost	Fiber Count	Length	Total Cost	Fiber Count	Length	Total Cost
Moore to Southwest	Enter the Segment Length and Total Cost of the needed 24-count fiber cable.	24.00	10.5 miles	\$				24.00	10.54 km	\$
Moore to Southeast	Enter the Length and Total Cost of the needed 24-count fiber cable.	24.00	15.0 miles	\$				24.00	11.75 km	\$
Wysong to Moore	Enter the Length and Total Cost of the needed 12-count fiber cable.	12.00	8.5 miles	\$				12.00	4.59 km	\$
Moore Entrance	Enter the Length and Total Cost for 144-count fiber cable even though only 60-count fiber cable is required.	144.00	.5 miles	\$				144.00	.28 km	\$

Core Switching and Routing Equipment and Maintenance		NebraskaLink				Time Warner				Unite Private Networks			
Location	Model	Quantity		Unit Cost	Total Cost	Quantity		Unit Cost	Total Cost	Quantity		Unit Cost	Total Cost
Moore MS	Cisco WS-C4500X-16SFP+ or Equivalent	2.00		15,952.80	31,905.60								
Moore MS	Cisco C4500X-IP-ES or Equivalent	2.00		3,348.00	6,696.00								
Moore MS	Cisco C4KX-PWR-750AC-R or Equivalent	2.00		0.00	3,600.00								
Moore MS	Cisco C4KX-PWR-750AC-R/2 or Equivalent	2.00		1,800.00	3,600.00								
Moore MS	Cisco CON-SNT-WSC16SFX or Equivalent	2.00		13,219.20	26,438.40								
					72,240.00								

Section C - Award Criteria (Dark Fiber)		NebraskaLink		Time Warner		Unite Private Networks	
Factor	Weight	Score	Notes	Score	Notes	Score	Notes
Price of the eligible services	30%	0	More than 7 times Unite's cost	0	No Dark Fiber solution, Lit only.	30	Unite is the lowest cost.
Compatibility with the existing fiber network and/or equipment, including quality of equipment	25%	25	Conceded this score since cost was so high.	0	No Dark Fiber solution, Lit only.	25	Quality and compatibility will match the existing network.
Service, support, & technical experience	15%	15	Conceded this score since cost was so high.	0	No Dark Fiber solution, Lit only.	15	No reason to expect service and support to be anything but exemplary.
Compliance with RFP specifications and submittals	15%	10	Equipment listed in costs were inconsistent.	0	No Dark Fiber solution, Lit only.	10	Did not quote switch equipment.
Other costs, including but not limited to ineligible cost factors or additional costs not outlined in bid response	15%	10	May have difficulty cost allocating fibers.	0	No Dark Fiber solution, Lit only.	10	May have difficulty cost allocating fibers. More information needed.
Total	100%	60		0		90	





## Description of Services Ordered and Certification Form 471

### FCC Form 471

#### Application Information

**Nickname** Lincoln Public Schools Form 471 Wide Area Network 2017-18  
**Application Number** 171005337  
**Funding Year** 2017  
**Category of Service** Category 1

#### Billed Entity

LINCOLN PUBLIC SCHOOL DISTRICT  
5905 O ST LINCOLN NE 68510  
402-436-1000

#### Contact Information

Kim Schmidt  
402-436-1614  
kschmidt@lps.org

**Billed Entity Number** 138458  
**FCC Registration Number** 0012726642  
**Applicant Type** School District

#### Holiday/Summer Contact Information

Holiday/Summer contact information is the same as indicated above.

**EXHIBIT  
F**

#### Entity Information

##### School District Entity - Details

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	School District Attributes	Endowment
138458	LINCOLN PUBLIC SCHOOL DISTRICT	Urban				Public School District	None

#### Related Entity Information

##### Related Child School Entity - Details

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	Alternative Discount	School Attributes	Endowment
78741	EVERETT ELEMENTARY SCHOOL	Urban	550001	55-0001-034		None	Public School	None
78743	PRESCOTT ELEMENTARY SCHOOL	Urban	550001	55-0001-036		None	Public School	None
78745	SARATOGA ELEMENTARY SCHOOL	Urban	550001	55-0001-039		None	Public School	None
78747	IRVING MIDDLE SCHOOL	Urban	550001	55-0001-010		None	Public School	None
78748	SHERIDAN ELEMENTARY SCHOOL	Urban	550001	55-0001-040		None	Public School	None

<b>BEN</b>	<b>Name</b>	<b>Urban/ Rural</b>	<b>State LEA ID</b>	<b>State School ID</b>	<b>NCES Code</b>	<b>Alternative Discount</b>	<b>School Attributes</b>	<b>Endowment</b>
78749	BEATTIE ELEMENTARY SCHOOL	Urban	550001	55-0001-032		None	Public School	None
78751	CLINTON ELEMENTARY SCHOOL	Urban	550001	55-0001-018		None	Public School	None
78753	HARTLEY ELEMENTARY SCHOOL	Urban	550001	55-0001-024		None	Public School	None
78754	DAWES MIDDLE SCHOOL	Urban	550001	55-0001-004		None	Public School	None
78755	HUNTINGTON ELEMENTARY SCHOOL	Urban	550001	55-0001-028		None	Public School	None
78759	RILEY ELEMENTARY SCHOOL	Urban	550001	55-0001-038		None	Public School	None
78760	CULLER MIDDLE SCHOOL	Urban	550001	55-0001-002		None	Pre-K; Public School	None
78761	BROWNELL ELEMENTARY SCHOOL	Urban	550001	55-0001-011		None	Public School	None
78763	MEADOW LANE ELEMENTARY SCHOOL	Urban	550001	55-0001-031		None	Public School	None
78765	HOLMES ELEMENTARY SCHOOL	Urban	550001	55-0001-027		None	Public School	None
78768	MORLEY ELEMENTARY SCHOOL	Urban	550001	55-0001-030		None	Public School	None
78769	SOUTHEAST HIGH SCHOOL	Urban	550001	55-0001-006		None	Public School	None
78771	LUX MIDDLE SCHOOL	Urban	550001	55-0001-058		None	Public School	None
78772	ROUSSEAU ELEMENTARY SCHOOL	Urban	550001	55-0001-043		None	Public School	None
78775	CALVERT ELEMENTARY SCHOOL	Urban	550001	55-0001-014		None	Public School	None
78777	BRYAN COMMUNITY FOCUS PROGRAM	Urban	550001			None	Public School	None
78780	NORWOOD PARK ELEMENTARY SCHOOL	Urban	550001	55-0001-033		None	Public School	None
78785	NORTHEAST HIGH SCHOOL	Urban	550001	55-0001-003		None	Public School	None
78786	PERSHING ELEMENTARY SCHOOL	Urban	550001	55-0001-035		None	Public School	None
78788	MICKLE MIDDLE SCHOOL	Urban	550001	55-0001-013		None	Public School	None
78789	KAHOA ELEMENTARY SCHOOL	Urban	550001	55-0001-045		None	Public School	None
78794	PARK MIDDLE SCHOOL	Urban	550001	55-0001-053		None	Public School	None
78795	MCPHEE ELEMENTARY SCHOOL	Urban	550001	55-0001-016		None	Public School	None
78796	ELLIOTT ELEMENTARY SCHOOL	Urban	550001	55-0001-022		None	Public School	None
78799	EASTRIDGE ELEMENTARY SCHOOL	Urban	550001	55-0001-021		None	Public School	None
78800	LINCOLN HIGH SCHOOL	Urban	550001	55-0001-001		None	Public School	None
78801	RANDOLPH ELEMENTARY SCHOOL	Urban	550001	55-0001-037		None	Public School	None
78802	EAST HIGH SCHOOL	Urban	550001	55-0001-009		None	Public School	None
78803	PYRTLE ELEMENTARY SCHOOL	Urban	550001	55-0001-042		None	Public School	None
78804	LEFLER MIDDLE SCHOOL	Urban	550001	55-0001-012		None	Public School	None

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	Alternative Discount	School Attributes	Endowment
78806	HILL ELEMENTARY SCHOOL	Urban	550001	55-0001-047		None	Public School	None
78807	SCOTT MIDDLE SCHOOL	Urban	550001	55-0001-059		None	Public School	None
78808	POUND MIDDLE SCHOOL	Urban	550001	55-0001-017		None	Public School	None
78809	ZEMAN ELEMENTARY SCHOOL	Urban	550001	55-0001-046		None	Public School	None
78815	MAXEY ELEMENTARY SCHOOL	Urban	550001	55-0001-056		None	Public School	None
78816	HUMANN ELEMENTARY SCHOOL	Urban	550001	55-0001-050		None	Public School	None
78817	CAVETT ELEMENTARY SCHOOL	Urban	550001	55-0001-055		None	Public School	None
78818	CAMPBELL ELEMENTARY SCHOOL	Urban	550001	55-0001-054		None	Public School	None
78819	GOODRICH MIDDLE SCHOOL	Urban	550001	55-0001-019		None	Public School	None
78820	BELMONT ELEMENTARY SCHOOL	Urban	550001	55-0001-005		None	Public School	None
78823	FREDSTROM ELEMENTARY SCHOOL	Urban	550001	55-0001-049		None	Public School	None
78824	WEST LINCOLN ELEMENTARY SCHOOL	Urban	550001	55-0001-041		None	Public School	None
78826	ROPER ELEMENTARY SCHOOL	Urban	550001	55-0001-057		None	Public School	None
78829	ARNOLD ELEMENTARY SCHOOL	Urban	550001	55-0001-023		None	Public School	None
78832	LAKEVIEW ELEMENTARY SCHOOL	Urban	550001	55-0001-029		None	Public School	None
208486	YANKEE HILL EBS	Urban				None	Public School	None
234692	SOUTHWEST HIGH SCHOOL	Urban	550001	55-0001-071		None	Public School	None
16022859	NORTH STAR HIGH SCHOOL	Urban	550001	55-0001-070		None	Public School	None
16048126	ADAMS ELEMENTARY SCHOOL	Urban	550001	55-0001-076		None	Public School	None
16052699	KOOSER ELEMENTARY SCHOOL	Urban	550001	55-0001-078		None	Public School	None
16052700	SCHOO MIDDLE SCHOOL	Urban	550001	55-0001-077		None	Public School	None
16056200	ARTS &#38; HUMANITIES FOCUS HIGH SCHOOL	Urban				None	Public School	None
16056203	SCIENCE FOCUS HIGH SCHOOL	Urban				None	Public School	None
16056204	HERITAGE SCHOOL	Urban				None	Public School	None
16066486	KLOEFKORN ELEMENTARY SCHOOL	Urban	550001	55-0001-079		None	Public School	None
16081003	THE CAREER ACADEMY	Urban				None	Public School	None
17001836	Bill Nuernberger Center	Urban				None	Public School	None
17001837	Sally Wysong Elementary	Urban				None	Public School	None
17001838	Marilyn Moore Middle School	Urban				None	Public School	None
16081008	DON D. SHERRILL EDUCATION CENTER	Urban				None	Public School	None

[Related Child School Entity - Discount Rate Calculation Details](#)

<b>BEN</b>	<b>Name</b>	<b>Urban/ Rural</b>	<b>Number of Students</b>	<b>Students Count Based on Estimate</b>	<b>CEP Percentage</b>
78741	EVERETT ELEMENTARY SCHOOL	Urban	443	N/A	
78743	PRESCOTT ELEMENTARY SCHOOL	Urban	499	N/A	
78745	SARATOGA ELEMENTARY SCHOOL	Urban	251	N/A	
78747	IRVING MIDDLE SCHOOL	Urban	843	N/A	
78748	SHERIDAN ELEMENTARY SCHOOL	Urban	452	N/A	
78749	BEATTIE ELEMENTARY SCHOOL	Urban	356	N/A	
78751	CLINTON ELEMENTARY SCHOOL	Urban	461	N/A	
78753	HARTLEY ELEMENTARY SCHOOL	Urban	359	N/A	
78754	DAWES MIDDLE SCHOOL	Urban	494	N/A	
78755	HUNTINGTON ELEMENTARY SCHOOL	Urban	431	N/A	
78759	RILEY ELEMENTARY SCHOOL	Urban	334	N/A	
78760	CULLER MIDDLE SCHOOL	Urban	727	N/A	
78761	BROWNELL ELEMENTARY SCHOOL	Urban	309	N/A	
78763	MEADOW LANE ELEMENTARY SCHOOL	Urban	542	N/A	
78765	HOLMES ELEMENTARY SCHOOL	Urban	319	N/A	
78768	MORLEY ELEMENTARY SCHOOL	Urban	525	N/A	
78769	SOUTHEAST HIGH SCHOOL	Urban	2038	N/A	
78771	LUX MIDDLE SCHOOL	Urban	1050	N/A	
78772	ROUSSEAU ELEMENTARY SCHOOL	Urban	515	N/A	
78775	CALVERT ELEMENTARY SCHOOL	Urban	355	N/A	
78777	BRYAN COMMUNITY FOCUS PROGRAM	Urban	150	N/A	
78780	NORWOOD PARK ELEMENTARY SCHOOL	Urban	213	N/A	
78785	NORTHEAST HIGH SCHOOL	Urban	1581	N/A	
78786	PERSHING ELEMENTARY SCHOOL	Urban	397	N/A	
78788	MICKLE MIDDLE SCHOOL	Urban	724	N/A	
78789	KAHOA ELEMENTARY SCHOOL	Urban	562	N/A	
78794	PARK MIDDLE SCHOOL	Urban	892	N/A	
78795	MCPHEE ELEMENTARY SCHOOL	Urban	260	N/A	
78796	ELLIOTT ELEMENTARY SCHOOL	Urban	340	N/A	
78799	EASTRIDGE ELEMENTARY SCHOOL	Urban	284	N/A	
78800	LINCOLN HIGH SCHOOL	Urban	2013	N/A	
78801	RANDOLPH ELEMENTARY SCHOOL	Urban	462	N/A	
78802	EAST HIGH SCHOOL	Urban	1890	N/A	
78803	PYRTLE ELEMENTARY SCHOOL	Urban	371	N/A	
78804	LEFLER MIDDLE SCHOOL	Urban	633	N/A	
78806	HILL ELEMENTARY SCHOOL	Urban	519	N/A	
78807	SCOTT MIDDLE SCHOOL	Urban	1120	N/A	
78808	POUND MIDDLE SCHOOL	Urban	876	N/A	
78809	ZEMAN ELEMENTARY SCHOOL	Urban	380	N/A	
78815	MAXEY ELEMENTARY SCHOOL	Urban	581	N/A	
78816	HUMANN ELEMENTARY SCHOOL	Urban	436	N/A	
78817	CAVETT ELEMENTARY SCHOOL	Urban	641	N/A	
78818	CAMPBELL ELEMENTARY SCHOOL	Urban	624	N/A	
78819	GOODRICH MIDDLE SCHOOL	Urban	841	N/A	
78820	BELMONT ELEMENTARY SCHOOL	Urban	688	N/A	

<b>BEN</b>	<b>Name</b>	<b>Urban/ Rural</b>	<b>Number of Students</b>	<b>Students Count Based on Estimate</b>	<b>CEP Percentage</b>
78823	FREDSTROM ELEMENTARY SCHOOL	Urban	473	N/A	
78824	WEST LINCOLN ELEMENTARY SCHOOL	Urban	452	N/A	
78826	ROPER ELEMENTARY SCHOOL	Urban	793	N/A	
78829	ARNOLD ELEMENTARY SCHOOL	Urban	681	N/A	
78832	LAKEVIEW ELEMENTARY SCHOOL	Urban	376	N/A	
208486	YANKEE HILL EBSP	Urban	57	N/A	
234692	SOUTHWEST HIGH SCHOOL	Urban	1860	N/A	
16022859	NORTH STAR HIGH SCHOOL	Urban	2177	N/A	
16048126	ADAMS ELEMENTARY SCHOOL	Urban	787	N/A	
16052699	KOOSER ELEMENTARY SCHOOL	Urban	708	N/A	
16052700	SCHOO MIDDLE SCHOOL	Urban	836	N/A	
16056200	ARTS &#38; HUMANITIES FOCUS HIGH SCHOOL	Urban	64	N/A	
16056203	SCIENCE FOCUS HIGH SCHOOL	Urban	94	N/A	
16056204	HERITAGE SCHOOL	Urban	0	N/A	
16066486	KLOEFKORN ELEMENTARY SCHOOL	Urban	446	N/A	
16081003	THE CAREER ACADEMY	Urban	374	N/A	
17001836	Bill Nuernberger Center	Urban	70	N/A	
17001837	Sally Wysong Elementary	Urban	284	N/A	
17001838	Marilyn Moore Middle School	Urban	295	N/A	
16081008	DON D. SHERRILL EDUCATION CENTER	Urban	57	N/A	

### [Related School District NIFs](#)

<b>School District BEN</b>	<b>School District Name</b>	<b>NIF BEN</b>	<b>NIF Name</b>
138458	LINCOLN PUBLIC SCHOOL DISTRICT	16048127	LINCOLN PUBLIC SCHOOLS DISTRICT OFFICE (ADMINISTRATIVE OFFICE)
138458	LINCOLN PUBLIC SCHOOL DISTRICT	16056205	SEACREST FIELD
138458	LINCOLN PUBLIC SCHOOL DISTRICT	16056206	CUSTODIAL & TRANSPORTATION
138458	LINCOLN PUBLIC SCHOOL DISTRICT	16056207	DISTRIBUTION CENTER
138458	LINCOLN PUBLIC SCHOOL DISTRICT	16056217	FACILITIES & MAINTENANCE
138458	LINCOLN PUBLIC SCHOOL DISTRICT	17002426	Nutrition Services Warehouse (Bison Building)

### [Discount Rate](#)

<b>School District Enrollment</b>	<b>School District NSLP Count</b>	<b>School District NSLP Percentage</b>	<b>School District Urban/ Rural Status</b>	<b>Category One Discount Rate</b>	<b>Category Two Discount Rate</b>	<b>Voice Discount Rate</b>
38799	17712	46.0%	Urban	60%	60%	0%

## [Funding Request for FRN #1799011360](#)

**Funding Request Nickname:** Wide Area Network 2017-18

**Service Type:** Data Transmission and/or Internet Access

### Fiber Request Key Information

**Special Construction, Maintenance and Operations, or Network Equipment?** Yes

**Is this FRN supporting leased lit fiber, dark fiber or self-provisioned new or existing fiber?** Dark Fiber

**Is this FRN for Special Construction, Network Equipment, Maintenance & Operation or both Network Equipment and Maintenance & Operation?** Special Construction

**Is this Leased Dark Fiber or IRU ?** Leased Dark Fiber

### FRN Key Information for Special Construction

**Total Project Plant Route Feet** 17415

**Total Strands** 144

**Average Cost per foot of outside plant** \$10.21

**Number of E-rate Eligible Strands** 28

**Is state or tribal match available for this FRN?** No

**Does the FRN include an installment payment agreement for special construction charges?** No

**Does this installment agreement include a balloon payment?** No

### Agreement Information - Contract

<b>Contract Number</b>		<b>Account Number</b>	
<b>Establishing FCC Form 470</b>	170048745	<b>Service Provider</b>	Unite Private Networks, LLC (SPN: 143029868)
<b>Was an FCC Form 470 posted for the product and/or services you are requesting?</b>	Yes	<b>Based on State Master Contract?</b>	No
<b>Award Date</b>	February 13, 2017	<b>Based on a multiple award schedule?</b>	No
<b>How many bids were received for this contract?</b>	3	<b>Includes Voluntary Extensions?</b>	No
<b>What is the service start date?</b>	July 01, 2017	<b>Remaining Voluntary Extensions</b>	
		<b>Total Remaining Contract Length</b>	
		<b>What is the date your contract expires for the current term of the contract?</b>	June 30, 2018

Document Name	Document Description
Unite Wide Area Network Agreement.pdf	Lincoln Public Schools Wide Area Network Solution 2017-18.

### Pricing Confidentiality

Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract? No

**Narrative**

This project shall extend the existing Ring from Southwest HS to Moore, and from Southeast HS to Moore, thus creating a new Core Site on the Ring. Wysong shall become another Lateral Site connecting to Moore. The Ring shall provide 24 Single-Mode fibers to Moore from Southwest HS and 24 Single-Mode fibers to Moore from Southeast HS. The Lateral from Wysong shall provide 12 Single-Mode fibers to Moore. The entrance fiber into Moore from the property edge to the demarcation point (MDF) requires a minimum of 60 Single-Mode fibers. To account for future growth, a cable with 144-count fiber is recommended. Culler Middle School (#78760) mistakenly had Pre-K listed under the school attributes. The only attribute listed should be Public School.

Line Item # 1799011360.001

Product and Service Details

Purpose Data Connection between two or more sites entirely within the applicant’s network

Function Fiber

Type of Connection N/A

Bandwidth Speed

Upload Speed 10.0 Gbps Download Speed 10.0 Gbps

Connection Information

Does this include firewall services? No Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)? No

Is this a direct connection to a single school, library or a NIF for Internet access? No

Cost Calculation for FRN Line Item # 1799011360.001

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 1
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$177,809.00
One-time Ineligible Unit Costs	- \$26,277.48
One-time Eligible Unit Cost	= \$151,531.52
One-time Quantity	x 1
Total Eligible One-time Costs	= \$151,531.52
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$151,531.52
Pre-Discout Extended Eligible Line Item Cost	= \$151,531.52



Recipients of Services

BEN	Name
17001837	Sally Wysong Elementary
17001838	Marilyn Moore Middle School

FRN Calculation for FRN #1799011360

One-Time Charges	
Total One-Time Charges	\$177,809.00
Total Ineligible One-Time Charges	- \$26,277.48
Total Eligible Pre-Discount One-Time Charges	= \$151,531.52

Total Requested Amount	
Total Pre-Discount Charges	\$151,531.52
Special Construction State/Tribal Match Percentage	
Special Construction State/Tribal Match Discount Rate*	60%
Funding Commitment Request	= \$90,918.91

## Connectivity Questions

### District/System-wide Internet Access Questions

Does your school district currently aggregate Internet access for the entire district(as opposed to buying Yes Internet access on a building-by-building basis)?

**Download Speed** 6.00 **Download Speed Units** Gbps

**Upload Speed** 6.00 **Upload Speed Units** Gbps

### Per Entity Basis Questions

**Entity Name** LINCOLN PUBLIC SCHOOL DISTRICT **Entity Number** 138458

BEN	Entity Name	Download	Units	Upload	Units	Connection	Wifi Sufficient	Barriers to Robust Network
78741	EVERETT ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78743	PRESCOTT ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78745	SARATOGA ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78747	IRVING MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78748	SHERIDAN ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78749	BEATTIE ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78751	CLINTON ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78753	HARTLEY ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78754	DAWES MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78755	HUNTINGTON ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78759	RILEY ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78760	CULLER MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78761	BROWNELL ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78763	MEADOW LANE ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78765	HOLMES ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78768	MORLEY ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78769	SOUTHEAST HIGH SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78771	LUX MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78772	ROUSSEAU ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78775	CALVERT ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78777	BRYAN COMMUNITY FOCUS PROGRAM	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78780	NORWOOD PARK ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78785	NORTHEAST HIGH SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78786	PERSHING ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78788	MICKLE MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78789	KAHOA ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78794	PARK MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78795	MCPHEE ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78796	ELLIOTT ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78799	EASTRIDGE ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78800	LINCOLN HIGH SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78801	RANDOLPH ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78802	EAST HIGH SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78803	PYRTLE ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers

BEN	Entity Name	Download	Units	Upload	Units	Connection	Wifi Sufficient	Barriers to Robust Network
78804	LEFLER MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78806	HILL ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78807	SCOTT MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78808	POUND MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78809	ZEMAN ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78815	MAXEY ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78816	HUMANN ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78817	CAVETT ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78818	CAMPBELL ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78819	GOODRICH MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78820	BELMONT ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78823	FREDSTROM ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78824	WEST LINCOLN ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78826	ROPER ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78829	ARNOLD ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78832	LAKEVIEW ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
208486	YANKEE HILL EBSP	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
234692	SOUTHWEST HIGH SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16022859	NORTH STAR HIGH SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16048126	ADAMS ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16052699	KOOSER ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16052700	SCHOO MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16056200	ARTS & HUMANITIES FOCUS HIGH SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16056203	SCIENCE FOCUS HIGH SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16056204	HERITAGE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16066486	KLOEFKORN ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16081003	THE CAREER ACADEMY	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
17001836	Bill Nuernberger Center	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
17001837	Sally Wysong Elementary	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
17001838	Marilyn Moore Middle School	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16081008	DON D. SHERRILL EDUCATION CENTER	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers

## Certifications

I certify that the entities listed in this application are eligible for support because they are schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

## Total Funding Summary

**Below is a summary of the total line item costs on this FCC Form 471:**

Summary	
Total funding year pre-discount eligible amount on this FCC Form 471	\$151,531.52

Total funding commitment request amount on this FCC Form 471	\$90,918.91
Total applicant non-discount share of the eligible amount	\$60,612.61
Total budgeted amount allocated to resources not eligible for E-rate support	\$0.00
Total amount necessary for the applicant to pay the non-discount share of eligible and any ineligible amounts	\$60,612.61
Are you receiving any of the funds directly from a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year?	No
Has a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds needed to pay your non-discounted share?	No

I certify an FCC Form 470 was posted and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology goals.

I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500 and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, as prohibited by the Commission's rules at 47 C.F.R. § 54.503(d), other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

## Notice

Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to submit an application for such discounts by filing this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the application requirements for universal service discounts contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving your application for universal service discounts is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application for universal service discounts may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public. If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized. If you do not provide the information we request on the form, the FCC or the Universal Service Administrator may delay processing of your application for universal service discounts or may return your application without action. The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq. Public reporting burden for this collection of information is estimated to average 4.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and

Authorized Person

Title:	Associate Superintendent for Bus Affairs	Name:	Liz Standish
Phone:	402-436-1636	Email:	lstandis@lps.org
Address:	5905 O ST LINCOLN NE 68510	Employer:	Liz Standish

Certified Timestamp	13-Apr-2017 11:49:58 EDT
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**E-Rate Productivity Center** Thank you for your Funding Year 2017 Application for Universal Service Support and for any assistance you provided throughout our review.

This post contains your Funding Commitment Decision Letter for the FY 2017 FCC Form 471 Application Number 171005337 for LINCOLN PUBLIC SCHOOL DISTRICT – BEN 138458. The attached .csv file contains information about the committed status of the funding requests, and the FCDL Supplement contains additional important information. The FCDL date is 11/17/2017.

Please open the .csv file below for complete details about the commitments made for each of the Funding Requests. This file can be opened in any spreadsheet program. To make the information easier to read, first select the entire spreadsheet and then expand all of the columns in the document (in Excel, double click on the divider between the column headings, A, B, etc).

We are also sending this information to your service providers so that preparations can begin for delivering services based on the approved discount(s) after you file your FCC Form 486, Receipt of Service Confirmation Form.

The FCDL Supplement document provides more important information including steps for appealing USAC's funding decisions.

The "More Info" link below provides summary data about the commitments made to your company in this wave. Click on the date/time below to display the entire notification for easy printing.

Next Steps:

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full.
- Review the Children's Internet Protection Act (CIPA) requirements.
- File the FCC Form 486 once you are ready to begin receiving services.
- If you are paying the full bill, invoice USAC using the FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form.



[FY 2017 FCDL Supplement](#)

PDF 210 KB



[FCC Form 471 - 171005337 - LINCOLN PUBLIC SCHOOL DISTRICT](#)

CSV 3 KB

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**FCC Form 471**  
**Application Number** 171005337

**EXHIBIT**  
**G**

**Billed Entity Number (BEN)** 138458

**Billed Entity Name** LINCOLN PUBLIC SCHOOL DISTRICT

**Billed Entity FCC RN** 0012726642

**Applicant's Form Identifier** Lincoln Public Schools Form 471 Wide Area Network 2017-18

**FCDL Date** Nov 17, 2017

**Approved Amount** \$0.00

**Denied Amount** \$90,918.91

**Notification Generated By** [kschmidt@lps.org](mailto:kschmidt@lps.org)

**Notification Generated On** 11/20/2017 5:19 PM EST



BEN	BEN_NAME	FRN	FCC Form 471	Status	Service Type	Establishing FCC Form 470	SPIN	Service Provider
	LINCOLN PUBLIC SCHOOL DISTRICT	1799011360	171005337	Denied	Data Transmission and/or Internet Access			
							170048745	143029868 Unite Private Networks, LLC

Contract Number	Account Number	Service Start Date	Contract Expiration Date	Award Date	Expiration Date (All Extensions)
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		7/1/2017	6/30/2018	2/13/2017	
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Months Of Service In Funding Year	Total Eligible Recurring Charges	Total Eligible One Time Charges	Total Pre-Discount Charges
12	\$0.00	\$151,531.52	\$151,531.52

Discount Rate	Committed Amount	Application FCDL Comments	FCDL Comments	Wave Number
			<p>DR1: FCC Rules require applicants to evaluate the cost effectiveness of all bids received and to choose the most cost effective solution.</p> <p>Documentation provided failed to demonstrate that the selected solution, Dark Fiber with Unite Private Networks, LLC, is the most cost effective option in comparison to Lit Fiber with Unite Private Networks, LLC based on the vendor responses to the FCC Form 470 associated with this FRN. The total cost of the leased dark fiber solution over 3 years is \$208,615.40. This includes the non-recurring special construction charge of \$177,809.00, the non-recurring network equipment charge of \$26,400.00, and the non-recurring maintenance charge of \$1,468.80. The total cost of the leased lit fiber solution over 3 years is \$177,809.00. This FRN is denied as the applicant did not select the most cost effective solution. &lt;&gt;&lt;&gt;&lt;&gt;&lt;&gt; MR1: The Total Project Plant Route Feet &amp; Average Cost Per Foot of Outside Plant was modified from 17,415 feet &amp; \$10.21/foot to \$16,256 feet &amp; \$10.76/foot to agree with the applicant documentation.</p>	
60.00%	\$0.00	<p>The attributes for Culler Middle School (#78760) has been changed from Pre-K and Public school to Public school only listed under the school in accordance with applicant supplied documentation.Â</p>		25

Last Allowable Date For One Time Services      Consultant Name      CRN      Consultant Employer Name

6/30/2018



## Description of Services Ordered and Certification Form 471

### FCC Form 471

#### Application Information

**Nickname** Lincoln Public Schools Form 471 Sirius Co re Switches 2017-18 **Application Number** 171006482  
**Funding Year** 2017 **Category of Service** Category 1

#### Billed Entity

LINCOLN PUBLIC SCHOOL DISTRICT  
5905 O ST LINCOLN NE 68510  
402-436-1000

#### Contact Information

Kim Schmidt  
402-436-1614  
kschmidt@lps.org

**Billed Entity Number** 138458  
**FCC Registration Number** 0012726642  
**Applicant Type** School District

**Holiday/Summer Contact Information** Holiday/Summer contact information is the same as indicated above.

**EXHIBIT  
H**

#### Entity Information

##### School District Entity - Details

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	School District Attributes	Endowment
138458	LINCOLN PUBLIC SCHOOL DISTRICT	Urban				Public School District	None

#### Related Entity Information

##### Related Child School Entity - Details

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	Alternative Discount	School Attributes	Endowment
78741	EVERETT ELEMENTARY SCHOOL	Urban	550001	55-0001-034		None	Public School	None
78743	PRESCOTT ELEMENTARY SCHOOL	Urban	550001	55-0001-036		None	Public School	None
78745	SARATOGA ELEMENTARY SCHOOL	Urban	550001	55-0001-039		None	Public School	None
78747	IRVING MIDDLE SCHOOL	Urban	550001	55-0001-010		None	Public School	None
78748	SHERIDAN ELEMENTARY SCHOOL	Urban	550001	55-0001-040		None	Public School	None

<b>BEN</b>	<b>Name</b>	<b>Urban/ Rural</b>	<b>State LEA ID</b>	<b>State School ID</b>	<b>NCES Code</b>	<b>Alternative Discount</b>	<b>School Attributes</b>	<b>Endowment</b>
78749	BEATTIE ELEMENTARY SCHOOL	Urban	550001	55-0001-032		None	Public School	None
78751	CLINTON ELEMENTARY SCHOOL	Urban	550001	55-0001-018		None	Public School	None
78753	HARTLEY ELEMENTARY SCHOOL	Urban	550001	55-0001-024		None	Public School	None
78754	DAWES MIDDLE SCHOOL	Urban	550001	55-0001-004		None	Public School	None
78755	HUNTINGTON ELEMENTARY SCHOOL	Urban	550001	55-0001-028		None	Public School	None
78759	RILEY ELEMENTARY SCHOOL	Urban	550001	55-0001-038		None	Public School	None
78760	CULLER MIDDLE SCHOOL	Urban	550001	55-0001-002		None	Pre-K; Public School	None
78761	BROWNELL ELEMENTARY SCHOOL	Urban	550001	55-0001-011		None	Public School	None
78763	MEADOW LANE ELEMENTARY SCHOOL	Urban	550001	55-0001-031		None	Public School	None
78765	HOLMES ELEMENTARY SCHOOL	Urban	550001	55-0001-027		None	Public School	None
78768	MORLEY ELEMENTARY SCHOOL	Urban	550001	55-0001-030		None	Public School	None
78769	SOUTHEAST HIGH SCHOOL	Urban	550001	55-0001-006		None	Public School	None
78771	LUX MIDDLE SCHOOL	Urban	550001	55-0001-058		None	Public School	None
78772	ROUSSEAU ELEMENTARY SCHOOL	Urban	550001	55-0001-043		None	Public School	None
78775	CALVERT ELEMENTARY SCHOOL	Urban	550001	55-0001-014		None	Public School	None
78777	BRYAN COMMUNITY FOCUS PROGRAM	Urban	550001			None	Public School	None
78780	NORWOOD PARK ELEMENTARY SCHOOL	Urban	550001	55-0001-033		None	Public School	None
78785	NORTHEAST HIGH SCHOOL	Urban	550001	55-0001-003		None	Public School	None
78786	PERSHING ELEMENTARY SCHOOL	Urban	550001	55-0001-035		None	Public School	None
78788	MICKLE MIDDLE SCHOOL	Urban	550001	55-0001-013		None	Public School	None
78789	KAHOA ELEMENTARY SCHOOL	Urban	550001	55-0001-045		None	Public School	None
78794	PARK MIDDLE SCHOOL	Urban	550001	55-0001-053		None	Public School	None
78795	MCPHEE ELEMENTARY SCHOOL	Urban	550001	55-0001-016		None	Public School	None
78796	ELLIOTT ELEMENTARY SCHOOL	Urban	550001	55-0001-022		None	Public School	None
78799	EASTRIDGE ELEMENTARY SCHOOL	Urban	550001	55-0001-021		None	Public School	None
78800	LINCOLN HIGH SCHOOL	Urban	550001	55-0001-001		None	Public School	None
78801	RANDOLPH ELEMENTARY SCHOOL	Urban	550001	55-0001-037		None	Public School	None
78802	EAST HIGH SCHOOL	Urban	550001	55-0001-009		None	Public School	None
78803	PYRTLE ELEMENTARY SCHOOL	Urban	550001	55-0001-042		None	Public School	None
78804	LEFLER MIDDLE SCHOOL	Urban	550001	55-0001-012		None	Public School	None

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	Alternative Discount	School Attributes	Endowment
78806	HILL ELEMENTARY SCHOOL	Urban	550001	55-0001-047		None	Public School	None
78807	SCOTT MIDDLE SCHOOL	Urban	550001	55-0001-059		None	Public School	None
78808	POUND MIDDLE SCHOOL	Urban	550001	55-0001-017		None	Public School	None
78809	ZEMAN ELEMENTARY SCHOOL	Urban	550001	55-0001-046		None	Public School	None
78815	MAXEY ELEMENTARY SCHOOL	Urban	550001	55-0001-056		None	Public School	None
78816	HUMANN ELEMENTARY SCHOOL	Urban	550001	55-0001-050		None	Public School	None
78817	CAVETT ELEMENTARY SCHOOL	Urban	550001	55-0001-055		None	Public School	None
78818	CAMPBELL ELEMENTARY SCHOOL	Urban	550001	55-0001-054		None	Public School	None
78819	GOODRICH MIDDLE SCHOOL	Urban	550001	55-0001-019		None	Public School	None
78820	BELMONT ELEMENTARY SCHOOL	Urban	550001	55-0001-005		None	Public School	None
78823	FREDSTROM ELEMENTARY SCHOOL	Urban	550001	55-0001-049		None	Public School	None
78824	WEST LINCOLN ELEMENTARY SCHOOL	Urban	550001	55-0001-041		None	Public School	None
78826	ROPER ELEMENTARY SCHOOL	Urban	550001	55-0001-057		None	Public School	None
78829	ARNOLD ELEMENTARY SCHOOL	Urban	550001	55-0001-023		None	Public School	None
78832	LAKEVIEW ELEMENTARY SCHOOL	Urban	550001	55-0001-029		None	Public School	None
208486	YANKEE HILL EBS	Urban				None	Public School	None
234692	SOUTHWEST HIGH SCHOOL	Urban	550001	55-0001-071		None	Public School	None
16022859	NORTH STAR HIGH SCHOOL	Urban	550001	55-0001-070		None	Public School	None
16048126	ADAMS ELEMENTARY SCHOOL	Urban	550001	55-0001-076		None	Public School	None
16052699	KOOSER ELEMENTARY SCHOOL	Urban	550001	55-0001-078		None	Public School	None
16052700	SCHOO MIDDLE SCHOOL	Urban	550001	55-0001-077		None	Public School	None
16056200	ARTS &#38; HUMANITIES FOCUS HIGH SCHOOL	Urban				None	Public School	None
16056203	SCIENCE FOCUS HIGH SCHOOL	Urban				None	Public School	None
16056204	HERITAGE SCHOOL	Urban				None	Public School	None
16066486	KLOEFKORN ELEMENTARY SCHOOL	Urban	550001	55-0001-079		None	Public School	None
16081003	THE CAREER ACADEMY	Urban				None	Public School	None
17001836	Bill Nuernberger Center	Urban				None	Public School	None
17001837	Sally Wysong Elementary	Urban				None	Public School	None
17001838	Marilyn Moore Middle School	Urban				None	Public School	None
16081008	DON D. SHERRILL EDUCATION CENTER	Urban				None	Public School	None

[Related Child School Entity - Discount Rate Calculation Details](#)



<b>BEN</b>	<b>Name</b>	<b>Urban/ Rural</b>	<b>Number of Students</b>	<b>Students Count Based on Estimate</b>	<b>CEP Percentage</b>
78741	EVERETT ELEMENTARY SCHOOL	Urban	443	N/A	
78743	PRESCOTT ELEMENTARY SCHOOL	Urban	499	N/A	
78745	SARATOGA ELEMENTARY SCHOOL	Urban	251	N/A	
78747	IRVING MIDDLE SCHOOL	Urban	843	N/A	
78748	SHERIDAN ELEMENTARY SCHOOL	Urban	452	N/A	
78749	BEATTIE ELEMENTARY SCHOOL	Urban	356	N/A	
78751	CLINTON ELEMENTARY SCHOOL	Urban	461	N/A	
78753	HARTLEY ELEMENTARY SCHOOL	Urban	359	N/A	
78754	DAWES MIDDLE SCHOOL	Urban	494	N/A	
78755	HUNTINGTON ELEMENTARY SCHOOL	Urban	431	N/A	
78759	RILEY ELEMENTARY SCHOOL	Urban	334	N/A	
78760	CULLER MIDDLE SCHOOL	Urban	727	N/A	
78761	BROWNELL ELEMENTARY SCHOOL	Urban	309	N/A	
78763	MEADOW LANE ELEMENTARY SCHOOL	Urban	542	N/A	
78765	HOLMES ELEMENTARY SCHOOL	Urban	319	N/A	
78768	MORLEY ELEMENTARY SCHOOL	Urban	525	N/A	
78769	SOUTHEAST HIGH SCHOOL	Urban	2038	N/A	
78771	LUX MIDDLE SCHOOL	Urban	1050	N/A	
78772	ROUSSEAU ELEMENTARY SCHOOL	Urban	515	N/A	
78775	CALVERT ELEMENTARY SCHOOL	Urban	355	N/A	
78777	BRYAN COMMUNITY FOCUS PROGRAM	Urban	150	N/A	
78780	NORWOOD PARK ELEMENTARY SCHOOL	Urban	213	N/A	
78785	NORTHEAST HIGH SCHOOL	Urban	1581	N/A	
78786	PERSHING ELEMENTARY SCHOOL	Urban	397	N/A	
78788	MICKLE MIDDLE SCHOOL	Urban	724	N/A	
78789	KAHOA ELEMENTARY SCHOOL	Urban	562	N/A	
78794	PARK MIDDLE SCHOOL	Urban	892	N/A	
78795	MCPHEE ELEMENTARY SCHOOL	Urban	260	N/A	
78796	ELLIOTT ELEMENTARY SCHOOL	Urban	340	N/A	
78799	EASTRIDGE ELEMENTARY SCHOOL	Urban	284	N/A	
78800	LINCOLN HIGH SCHOOL	Urban	2013	N/A	
78801	RANDOLPH ELEMENTARY SCHOOL	Urban	462	N/A	
78802	EAST HIGH SCHOOL	Urban	1890	N/A	
78803	PYRTLE ELEMENTARY SCHOOL	Urban	371	N/A	
78804	LEFLER MIDDLE SCHOOL	Urban	633	N/A	
78806	HILL ELEMENTARY SCHOOL	Urban	519	N/A	
78807	SCOTT MIDDLE SCHOOL	Urban	1120	N/A	
78808	POUND MIDDLE SCHOOL	Urban	876	N/A	
78809	ZEMAN ELEMENTARY SCHOOL	Urban	380	N/A	
78815	MAXEY ELEMENTARY SCHOOL	Urban	581	N/A	
78816	HUMANN ELEMENTARY SCHOOL	Urban	436	N/A	
78817	CAVETT ELEMENTARY SCHOOL	Urban	641	N/A	
78818	CAMPBELL ELEMENTARY SCHOOL	Urban	624	N/A	
78819	GOODRICH MIDDLE SCHOOL	Urban	841	N/A	
78820	BELMONT ELEMENTARY SCHOOL	Urban	688	N/A	

<b>BEN</b>	<b>Name</b>	<b>Urban/ Rural</b>	<b>Number of Students</b>	<b>Students Count Based on Estimate</b>	<b>CEP Percentage</b>
78823	FREDSTROM ELEMENTARY SCHOOL	Urban	473	N/A	
78824	WEST LINCOLN ELEMENTARY SCHOOL	Urban	452	N/A	
78826	ROPER ELEMENTARY SCHOOL	Urban	793	N/A	
78829	ARNOLD ELEMENTARY SCHOOL	Urban	681	N/A	
78832	LAKEVIEW ELEMENTARY SCHOOL	Urban	376	N/A	
208486	YANKEE HILL EBSP	Urban	57	N/A	
234692	SOUTHWEST HIGH SCHOOL	Urban	1860	N/A	
16022859	NORTH STAR HIGH SCHOOL	Urban	2177	N/A	
16048126	ADAMS ELEMENTARY SCHOOL	Urban	787	N/A	
16052699	KOOSER ELEMENTARY SCHOOL	Urban	708	N/A	
16052700	SCHOO MIDDLE SCHOOL	Urban	836	N/A	
16056200	ARTS &#38; HUMANITIES FOCUS HIGH SCHOOL	Urban	64	N/A	
16056203	SCIENCE FOCUS HIGH SCHOOL	Urban	94	N/A	
16056204	HERITAGE SCHOOL	Urban	0	N/A	
16066486	KLOEFKORN ELEMENTARY SCHOOL	Urban	446	N/A	
16081003	THE CAREER ACADEMY	Urban	374	N/A	
17001836	Bill Nuernberger Center	Urban	70	N/A	
17001837	Sally Wysong Elementary	Urban	284	N/A	
17001838	Marilyn Moore Middle School	Urban	295	N/A	
16081008	DON D. SHERRILL EDUCATION CENTER	Urban	57	N/A	

### [Related School District NIFs](#)

<b>School District BEN</b>	<b>School District Name</b>	<b>NIF BEN</b>	<b>NIF Name</b>
138458	LINCOLN PUBLIC SCHOOL DISTRICT	16048127	LINCOLN PUBLIC SCHOOLS DISTRICT OFFICE (ADMINISTRATIVE OFFICE)
138458	LINCOLN PUBLIC SCHOOL DISTRICT	16056205	SEACREST FIELD
138458	LINCOLN PUBLIC SCHOOL DISTRICT	16056206	CUSTODIAL & TRANSPORTATION
138458	LINCOLN PUBLIC SCHOOL DISTRICT	16056207	DISTRIBUTION CENTER
138458	LINCOLN PUBLIC SCHOOL DISTRICT	16056217	FACILITIES & MAINTENANCE
138458	LINCOLN PUBLIC SCHOOL DISTRICT	17002426	Nutrition Services Warehouse (Bison Building)

### [Discount Rate](#)

<b>School District Enrollment</b>	<b>School District NSLP Count</b>	<b>School District NSLP Percentage</b>	<b>School District Urban/ Rural Status</b>	<b>Category One Discount Rate</b>	<b>Category Two Discount Rate</b>	<b>Voice Discount Rate</b>
38799	17712	46.0%	Urban	60%	60%	0%

## Funding Request for FRN #1799011404

**Funding Request Nickname:** Sirius Core Switches 2017-18

**Service Type:** Data Transmission and/or Internet Access

### Fiber Request Key Information

**Special Construction, Maintenance and Operations, or Network Equipment?** Yes

**Is this FRN supporting leased lit fiber, dark fiber or self-provisioned new or existing fiber?** Dark Fiber

**Is this FRN for Special Construction, Network Equipment, Maintenance & Operation or both Network Equipment and Maintenance & Operation?** Network Equipment

**Is this Leased Dark Fiber or IRU ?** Leased Dark Fiber

### Agreement Information - Contract

**Contract Number** 170048756

**Account Number**

**Establishing FCC Form 470** 170048756

**Service Provider** Sirius Computer Solutions, Inc. (SPN: 143004544)

**Was an FCC Form 470 posted for the product and/or services you are requesting?** Yes

**Based on State Master Contract?** No

**Award Date** December 21, 2016

**Based on a multiple award schedule?** No

**How many bids were received for this contract?** 1

**Includes Voluntary Extensions?** No

**What is the service start date?** July 01, 2017

**Remaining Voluntary Extensions**

**Total Remaining Contract Length**

**What is the date your contract expires for the current term of the contract?** June 30, 2018

Document Name	Document Description
Sirius Core and Edge Switching for Moore Middle School 2017-18.pdf	Contract for Core and Edge Switching for Moore Middle School for 2017-18.

### Pricing Confidentiality

**Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract?** No

**Narrative** Switches will be purchased to provide the necessary core network connectivity from Moore Middle School to Southwest HS, Southeast HS, and Wysong Elementary. Culler Middle School (#78760) mistakenly had Pre-K listed under the school attributes. The only attribute listed should be Public School.

Line Item # 1799011404.001

Product and Service Details

Purpose

Function Switches

Type of Connection

Bandwidth Speed

Upload Speed N.A. Download Speed N.A.

Connection Information

Does this include firewall services? No Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)? No

Is this a direct connection to a single school, library or a NIF for Internet access? No

Cost Calculation for FRN Line Item # 1799011404.001

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$8,800.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$8,800.00
One-time Quantity	x 2
Total Eligible One-time Costs	= \$17,600.00
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$17,600.00
Pre-Discout Extended Eligible Line Item Cost	= \$17,600.00

Recipients of Services

BEN	Name
17001838	Marilyn Moore Middle School

Line Item # 1799011404.002

Product and Service Details

Purpose

Function Switches

Type of Connection

Bandwidth Speed

Upload Speed N.A. Download Speed N.A.

Connection Information

Does this include firewall services? No Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)? No

Is this a direct connection to a single school, library or a NIF for Internet access? No

Cost Calculation for FRN Line Item # 1799011404.002

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$1,100.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$1,100.00
One-time Quantity	x 2
Total Eligible One-time Costs	= \$2,200.00
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$2,200.00
Pre-Discout Extended Eligible Line Item Cost	= \$2,200.00

Recipients of Services

BEN	Name
17001838	Marilyn Moore Middle School

Line Item # 1799011404.003

Product and Service Details

Purpose

Function Switches

Type of Connection

Bandwidth Speed

Upload Speed N.A. Download Speed N.A.

Connection Information

Does this include firewall services? No Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)? No

Is this a direct connection to a single school, library or a NIF for Internet access? No

Cost Calculation for FRN Line Item # 1799011404.003

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$1,100.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$1,100.00
One-time Quantity	x 2
Total Eligible One-time Costs	= \$2,200.00
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$2,200.00
Pre-Discout Extended Eligible Line Item Cost	= \$2,200.00



Recipients of Services

BEN	Name
17001838	Marilyn Moore Middle School

Line Item # 1799011404.004

Product and Service Details

Purpose

Function Switches

Type of Connection

Bandwidth Speed

Upload Speed N.A. Download Speed N.A.

Connection Information

Does this include firewall services? No Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)? No

Is this a direct connection to a single school, library or a NIF for Internet access? No

Cost Calculation for FRN Line Item # 1799011404.004

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 0
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$2,200.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$2,200.00
One-time Quantity	x 2
Total Eligible One-time Costs	= \$4,400.00
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$4,400.00
Pre-Discout Extended Eligible Line Item Cost	= \$4,400.00

Recipients of Services

BEN	Name
17001838	Marilyn Moore Middle School

FRN Calculation for FRN #1799011404

Monthly Charges	
Total Monthly Recurring Charges	\$0.00
Total Monthly Ineligible Charges	- \$0.00
Total Monthly Eligible Charges	= \$0.00
Total Number of Months of Service	x 12
Total Eligible Pre-Discount Recurring Charges	= \$0.00

One-Time Charges	
Total One-Time Charges	\$26,400.00
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$26,400.00

Total Requested Amount	
Total Eligible Pre-Discount Recurring Charges	\$0.00
Total Eligible Pre-Discount One-Time Charges	+ \$26,400.00
Total Pre-Discount Charges	= \$26,400.00
Discount Rate	60%
Funding Commitment Request	= \$15,840.00

## [Funding Request for FRN #1799011434](#)

**Funding Request Nickname:** Sirius Switches Maintenance 2017-18

**Service Type:** Data Transmission and/or Internet Access

### Fiber Request Key Information

**Special Construction, Maintenance and Operations, or Network Equipment?** Yes

**Is this FRN supporting leased lit fiber, dark fiber or self-provisioned new or existing fiber?** Dark Fiber

**Is this FRN for Special Construction, Network Equipment, Maintenance & Operation or both Network Equipment and Maintenance & Operation?** Maintenance And Operation

**Is this Leased Dark Fiber or IRU ?** Leased Dark Fiber

### Agreement Information - Contract

**Contract Number** 170048756

**Account Number**

**Establishing FCC Form 470** 170048756

**Service Provider** Sirius Computer Solutions, Inc. (SPN: 143004544)

**Was an FCC Form 470 posted for the product and/or services you are requesting?** Yes

**Based on State Master Contract?** No

**Award Date** December 21, 2016

**Based on a multiple award schedule?** No

**How many bids were received for this contract?** 1

**Includes Voluntary Extensions?** No

**What is the service start date?** July 01, 2017

**Remaining Voluntary Extensions**

**Total Remaining Contract Length**

**What is the date your contract expires for the current term of the contract?** June 30, 2018

Document Name	Document Description
Sirius Core and Edge Switching for Moore Middle School 2017-18.pdf	Contract for Core and Edge Switching for Moore Middle School for 2017-18.

### Pricing Confidentiality

**Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract?** No

**Narrative** Maintenance for Core Network Switches for Moore Middle School. Culler Middle School (#78760) mistakenly had Pre-K listed under the school attributes. The only attribute listed should be Public School.

Line Item # 1799011434.001

Product and Service Details

**Purpose** Internet access service that includes a connection from any applicant site directly to the Internet Service Provider

**Function** Fiber Maintenance &#38; Operations

**Type of Connection**

Bandwidth Speed

**Upload Speed** N.A. **Download Speed** N.A.

Connection Information

**Does this include firewall services?** No **Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)?** No

**Is this a direct connection to a single school, library or a NIF for Internet access?** No

Cost Calculation for FRN Line Item # 1799011434.001

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 1
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$1,468.80
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$1,468.80
One-time Quantity	x 1
Total Eligible One-time Costs	= \$1,468.80
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$1,468.80
Pre-Discout Extended Eligible Line Item Cost	= \$1,468.80

Recipients of Services

BEN	Name
17001838	Marilyn Moore Middle School

FRN Calculation for FRN #1799011434

Monthly Charges	
Total Monthly Recurring Charges	\$0.00
Total Monthly Ineligible Charges	- \$0.00
Total Monthly Eligible Charges	= \$0.00
Total Number of Months of Service	x 12
Total Eligible Pre-Discount Recurring Charges	= \$0.00

One-Time Charges	
Total One-Time Charges	\$1,468.80
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$1,468.80

Total Requested Amount	
Total Eligible Pre-Discount Recurring Charges	\$0.00
Total Eligible Pre-Discount One-Time Charges	+ \$1,468.80
Total Pre-Discount Charges	= \$1,468.80
Discount Rate	60%
Funding Commitment Request	= \$881.28



## Connectivity Questions

### District/System-wide Internet Access Questions

Does your school district currently aggregate Internet access for the entire district(as opposed to buying Yes Internet access on a building-by-building basis)?

**Download Speed** 6.00 **Download Speed Units** Gbps

**Upload Speed** 6.00 **Upload Speed Units** Gbps

### Per Entity Basis Questions

**Entity Name** LINCOLN PUBLIC SCHOOL DISTRICT **Entity Number** 138458

BEN	Entity Name	Download	Units	Upload	Units	Connection	Wifi Sufficient	Barriers to Robust Network
78741	EVERETT ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78743	PRESCOTT ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78745	SARATOGA ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78747	IRVING MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78748	SHERIDAN ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78749	BEATTIE ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78751	CLINTON ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78753	HARTLEY ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78754	DAWES MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78755	HUNTINGTON ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78759	RILEY ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78760	CULLER MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78761	BROWNELL ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78763	MEADOW LANE ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78765	HOLMES ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78768	MORLEY ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78769	SOUTHEAST HIGH SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78771	LUX MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78772	ROUSSEAU ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78775	CALVERT ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78777	BRYAN COMMUNITY FOCUS PROGRAM	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78780	NORWOOD PARK ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78785	NORTHEAST HIGH SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78786	PERSHING ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78788	MICKLE MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78789	KAHOA ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78794	PARK MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78795	MCPHEE ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78796	ELLIOTT ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78799	EASTRIDGE ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78800	LINCOLN HIGH SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78801	RANDOLPH ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78802	EAST HIGH SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78803	PYRTLE ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers

BEN	Entity Name	Download	Units	Upload	Units	Connection	Wifi Sufficient	Barriers to Robust Network
78804	LEFLER MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78806	HILL ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78807	SCOTT MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78808	POUND MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78809	ZEMAN ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78815	MAXEY ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78816	HUMANN ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78817	CAVETT ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78818	CAMPBELL ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78819	GOODRICH MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78820	BELMONT ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78823	FREDSTROM ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78824	WEST LINCOLN ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78826	ROPER ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78829	ARNOLD ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
78832	LAKEVIEW ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
208486	YANKEE HILL EBSP	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
234692	SOUTHWEST HIGH SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16022859	NORTH STAR HIGH SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16048126	ADAMS ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16052699	KOOSER ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16052700	SCHOO MIDDLE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16056200	ARTS & HUMANITIES FOCUS HIGH SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16056203	SCIENCE FOCUS HIGH SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16056204	HERITAGE SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16066486	KLOEFKORN ELEMENTARY SCHOOL	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16081003	THE CAREER ACADEMY	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
17001836	Bill Nuernberger Center	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
17001837	Sally Wysong Elementary	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
17001838	Marilyn Moore Middle School	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers
16081008	DON D. SHERRILL EDUCATION CENTER	10.00	Gbps	10.00	Gbps	Fiber	Mostly	No barriers

## Certifications

I certify that the entities listed in this application are eligible for support because they are schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

## Total Funding Summary

**Below is a summary of the total line item costs on this FCC Form 471:**

Summary	
Total funding year pre-discount eligible amount on this FCC Form 471	\$27,868.80

Total funding commitment request amount on this FCC Form 471	\$16,721.28
Total applicant non-discount share of the eligible amount	\$11,147.52
Total budgeted amount allocated to resources not eligible for E-rate support	\$0.00
Total amount necessary for the applicant to pay the non-discount share of eligible and any ineligible amounts	\$11,147.52
Are you receiving any of the funds directly from a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year?	No
Has a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds needed to pay your non-discounted share?	No

I certify an FCC Form 470 was posted and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology goals.

I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500 and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, as prohibited by the Commission's rules at 47 C.F.R. § 54.503(d), other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

## Notice

Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to submit an application for such discounts by filing this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the application requirements for universal service discounts contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving your application for universal service discounts is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application for universal service discounts may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public. If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized. If you do not provide the information we request on the form, the FCC or the Universal Service Administrator may delay processing of your application for universal service discounts or may return your application without action. The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq. Public reporting burden for this collection of information is estimated to average 4.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and

**Authorized Person**

<b>Title:</b>	Associate Superintendent for Bus Affairs	<b>Name:</b>	Liz Standish
<b>Phone:</b>	402-436-1636	<b>Email:</b>	lstandis@lps.org
<b>Address:</b>	5905 O ST LINCOLN NE 68510	<b>Employer:</b>	Liz Standish

**Certified Timestamp** 13-Apr-2017 12:10:40 EDT



**E-Rate Productivity Center** Thank you for your Funding Year 2017 Application for Universal Service Support and for any assistance you provided throughout our review.

This post contains your Funding Commitment Decision Letter for the FY 2017 FCC Form 471 Application Number 171006482 for LINCOLN PUBLIC SCHOOL DISTRICT – BEN 138458. The attached .csv file contains information about the committed status of the funding requests, and the FCDL Supplement contains additional important information. The FCDL date is 11/17/2017.

Please open the .csv file below for complete details about the commitments made for each of the Funding Requests. This file can be opened in any spreadsheet program. To make the information easier to read, first select the entire spreadsheet and then expand all of the columns in the document (in Excel, double click on the divider between the column headings, A, B, etc).

We are also sending this information to your service providers so that preparations can begin for delivering services based on the approved discount(s) after you file your FCC Form 486, Receipt of Service Confirmation Form.

The FCDL Supplement document provides more important information including steps for appealing USAC's funding decisions.

The "More Info" link below provides summary data about the commitments made to your company in this wave. Click on the date/time below to display the entire notification for easy printing.

Next Steps:

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full.
- Review the Children's Internet Protection Act (CIPA) requirements.
- File the FCC Form 486 once you are ready to begin receiving services.
- If you are paying the full bill, invoice USAC using the FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form.



[FY 2017 FCDL Supplement](#)

PDF 210 KB



[FCC Form 471 - 171006482 - LINCOLN PUBLIC SCHOOL DISTRICT](#)

CSV 4 KB

Friday, 8:55 AM ☆ 🔒 [Comment](#) [Hide Info](#) ▲

**FCC Form 471**  
**Application Number** 171006482

**EXHIBIT**

**I**

**Billed Entity Number (BEN)** 138458

**Billed Entity Name** LINCOLN PUBLIC SCHOOL DISTRICT

**Billed Entity FCC RN** 0012726642

**Applicant's Form Identifier** Lincoln Public Schools Form 471 Sirius Core Switches 2017-18

**FCDL Date** Nov 17, 2017

**Approved Amount** \$0.00

**Denied Amount** \$16,721.28

**Notification Generated By** [kschmidt@lps.org](mailto:kschmidt@lps.org)

**Notification Generated On** 11/17/2017 8:55 AM EST

BEN	BEN_NAME	FRN	FCC Form 471	Status	Service Type	Establishing FCC Form 470	SPIN	Service Provider	Contract Number
	LINCOLN PUBLIC SCHOOL DISTRICT				Data Transmission and/or Internet Access				
138458		1799011404	171006482	Denied		170048756	143004544	Sirius Computer Solutions, Inc.	
	LINCOLN PUBLIC SCHOOL DISTRICT				Data Transmission and/or Internet Access				
138458		1799011434	171006482	Denied		170048756	143004544	Sirius Computer Solutions, Inc.	

Account Number	Service Start Date	Contract Expiration Date	Award Date	Expiration Date (All Extensions)	Months Of Service In Funding Year
	7/1/2017	6/30/2018	12/21/2016		12
	7/1/2017	6/30/2018	12/21/2016		12



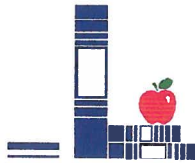
Total Eligible Recurring Charges	Total Eligible One Time Charges	Total Pre-Discount Charges	Discount Rate	Committed Amount
\$0.00	\$26,400.00	\$26,400.00	60.00%	\$0.00
\$0.00	\$1,468.80	\$1,468.80	60.00%	\$0.00

Application FCDL Comments	FCDL Comments	Wave Number
The applicant did not submit any RAL corrections.	<p>DR1: This FRN is associated with FCC Form 471 #171005337, FRN 1799011360. FRN 1799011360 is denied because FCC Rules require applicants to evaluate the cost effectiveness of all bids received and to choose the most cost effective solution. Documentation provided failed to demonstrate that the selected solution, Dark Fiber with Unite Private Networks, LLC, is the most cost effective option in comparison to Lit Fiber with Unite Private Networks, LLC based on the vendor responses to the FCC Form 470 associated with this FRN. The total cost of the leased dark fiber solution over 3 years is \$208,615.40. This includes the non-recurring special construction charge of \$177,809.00, the non-recurring network equipment charge of \$26,400.00, and the non-recurring maintenance charge of \$1,468.80. The total cost of the leased lit fiber solution over 3 years is \$177,809.00. This FRN requests Network Equipment services for dark fiber associated with the denied FRN. Therefore, this FRN is also denied.</p>	25
	<p>DR1: This FRN is associated with FCC Form 471 #171005337, FRN 1799011360. FRN 1799011360 is denied because FCC Rules require applicants to evaluate the cost effectiveness of all bids received and to choose the most cost effective solution. Documentation provided failed to demonstrate that the selected solution, Dark Fiber with Unite Private Networks, LLC, is the most cost effective option in comparison to Lit Fiber with Unite Private Networks, LLC based on the vendor responses to the FCC Form 470 associated with this FRN. The total cost of the leased dark fiber solution over 3 years is \$208,615.40. This includes the non-recurring special construction charge of \$177,809.00, the non-recurring network equipment charge of \$26,400.00, and the non-recurring maintenance charge of \$1,468.80. The total cost of the leased lit fiber solution over 3 years is \$177,809.00. This FRN requests Maintenance and Operation services for dark fiber associated with the denied FRN. Therefore, this FRN is also denied.</p>	25
The applicant did not submit any RAL corrections.		

Last Allowable Date For One Time Services      Consultant Name      CRN      Consultant Employer Name

9/30/2018

9/30/2018



## Lincoln Public Schools

Office of Business Affairs • P.O. Box 82889 • Lincoln, NE 68501 • (402) 436-1636 • Fax (402) 458-3285

January 5, 2018

Submitted via EPC

Letter of Appeal

Universal Service Administrative Company

Schools and Libraries Division – Correspondence Unit

To Whom It May Concern:

Entity & Billed Entity No.	Lincoln Public School District (BEN 138458)
Contact Person	Kim Schmidt
Contact Information	
Mailing Address	5905 O Street, P.O. Box 82889, Lincoln, NE 68510
Phone Number	402-436-1614
Email	kschmidt@lps.org
Service Provider	Unite Private Networks, LLC (SPIN 143029868)
Funding Year	2017
Application Type & No.	Form 471 Application #171005337
Funding Request No.	1799011360
Appeal Reason	Lowest cost solution not selected

Appeal Summary

The Lincoln Public School District (the “District”) received the Universal Service Administrative Company, Schools and Libraries Division’s (“USAC”) denial of the funding request referenced above. USAC denied the FRN, along with associated FRN 1799011404 and 1799011434, for the following reasons:

- 1799011360: “FCC Rules require applicants to evaluate the cost effectiveness of all bids received and to choose the most cost effective solution. Documentation provided failed to demonstrate that the selected solution, Dark Fiber with Unite Private Networks, LLC, is the most cost effective option in comparison to Lit Fiber with Unite Private Networks, LLC based on the vendor responses to the FCC Form 470 associated with this FRN. The total cost of the leased dark fiber solution over 3 years is \$208,615.40. This includes the non-recurring special construction charge of \$177,809.00, the non-recurring network equipment charge of \$26,400.00, and the non-recurring maintenance charge of \$1,468.80. The total cost of the leased lit fiber solution over 3 years is \$177,809.00. This FRN is denied as the applicant did not select the most cost effective solution.”
- 1799011404: “This FRN is associated with . . . FRN 1799011360. FRN 1799011360 is denied . . . . Therefore, this FRN is also denied.” (NOTE--This FRN is being separately appealed.)

**EXHIBIT**

**J**

1799011434 "This FRN is associated with . . . FRN 1799011360. FRN 1799011360 is denied . . . . Therefore, this FRN is also denied." (*Note: This FRN is being separately appealed.*)

As described in more detail below, the District believes that USAC's denial of these funding requests was in error. The Leased Lit Fiber solution proposed by the lowest cost proposer, Unite Private Networks, LLC ("UPN"), did not include switching equipment necessary to connect to and operate with the District's existing lit fiber network, thus making the proposal not responsive. The switching equipment necessary to make the UPN Leased Lit Fiber proposal functional was the same equipment (and maintenance) requested in the District's Leased Dark Fiber RFP. In an attempt to maximum competitive options and precious E-Rate dollars, the District modified the UPN Leased Lit Fiber solution to add the same non-recurring equipment and maintenance charges proposed by UPN in its Leased Dark Fiber solution. This modified Leased Lit Fiber solution was still the lowest cost proposal among all of the Leased Lit Fiber proposers and was the same cost as UPN's Leased Dark Fiber solution proposal. With the costs for the UPN Leased Dark Fiber and modified Leased Lit Fiber solutions being equal, the District ultimately selected the Leased Dark Fiber solution as best suiting its needs.

### RFP Process

The District issued a Request for Proposal ("RFP") on October 26, 2016, requesting proposals on or before November 23, 2016, for both leased lit fiber and leased dark fiber solutions. The leased lit fiber and leased dark fiber solutions were intended to be connected to and fully compatible with the District's existing leased dark fiber computer network. The District issued Addendum No. 1 on November 7, 2016, which modified the requirements for the leased lit fiber proposals. The RFP and Addendum contained the following specifications for leased lit fiber and leased dark fiber services:

#### Leased Lit Fiber Specifications:

- 10 Gig Ethernet interface physical hand-off (see page 11 of the attached UPN proposal)
- Cost-effective, scalable, and flexible transport solution that will be able to meet current and future demands
- Scope of work includes a request for Special Construction Charges to be assessed as a one-time fee (see page 12 of the attached UPN proposal)
- Consists of a separate network alongside the District's current dark fiber network that connects all of the District's other locations
- Interconnects with the District's current fiber network so as to create a seamless, high-speed, wide area network among all of the District's locations.
- One circuit between each location. Industry standard would indicate each of the circuits would have 2 fibers terminating at each location for the lit fiber solution.

#### Leased Dark Fiber Specifications:

- Connects sites in the proposal, which is to be incorporated into the District's current dark fiber infrastructure (see page 18 of attached UPN proposal)

- Connects sites in the proposal, which is to be incorporated into the District's current dark fiber infrastructure (see page 18 of attached UPN proposal)
- Scope of work included section C on page 18 of attached UPN proposal

Specifications Applicable to Both:

- Core switching equipment (see Addendum No. 1 and page 24 of attached UPN proposal)
- Price was the most heavily weighted factor (see page 25-26 of attached UPN proposal)

Service Provider's Proposals

UPN's leased lit fiber proposal included one (1) ten (10) Gig Ethernet circuit between each of the locations, for a total cost of \$177,809 over a 6-year lease term (see page 6 of the attached UPN proposal). However, Pricing Note 7 (page 6) indicated that UPN's bid included SFP/GBIC's modules only and not switching equipment. Inclusion of switching equipment would be for an additional cost.

Importantly, the switching equipment is necessary to power the fiber modules and to connect to the District's existing leased dark fiber network. Without the switching equipment, the fiber network is not "lit." In order for UPN's lease lit fiber proposal to be functional, the District needed to add switching equipment. See Diagram A below.

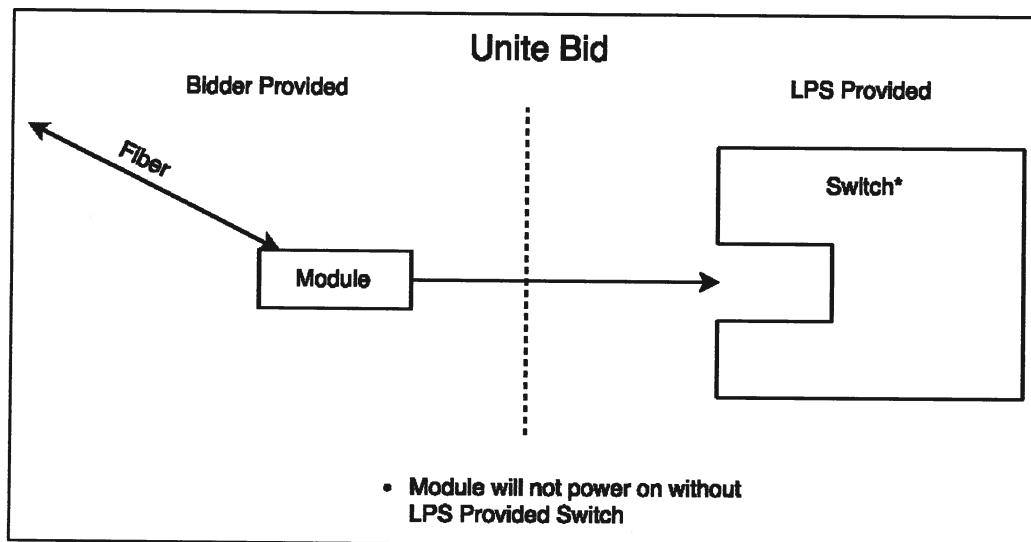


Diagram A

UPN's leased dark fiber proposal included 12 to 144 count fiber depending on the location and consistent with the District's requests (see page 6 of the attached UPN proposal). Fiber modules and switching equipment were not included in the leased dark fiber solution and were to be sourced separately. See Diagram B below.

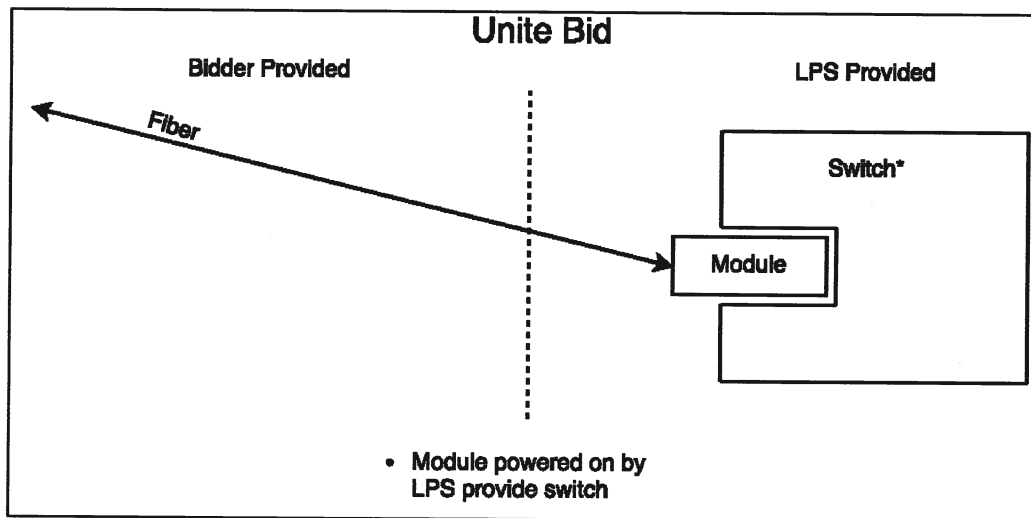


Diagram B

The District received proposals for leased lit fiber solutions from two other proposers—NebraskaLink and Time Warner, both in excess of \$1,000,000. The District also received a proposal for a leased dark fiber solution from NebraskaLink, also in excess of \$1,000,000.

#### Vendor Selection

The District reviewed the proposals and scored each according to the factors noted in the RFP, finding that UPN's leased lit fiber and leased dark fiber pricing was the lowest cost received. See the District's evaluation matrix attached hereto.

Because the leased lit fiber and leased dark fiber solutions from UPN were the same price, the District then compared the two solutions for compliance with the RFP requirements. The District concluded that UPN's leased lit fiber solution would have required the purchase of the additional switching equipment noted within the RFP because (1) UPN's leased lit fiber solution only included the SFP/GBIC modules and specifically excluded switches (see Diagram A) and (2) the leased dark fiber solutions were not required to include switching equipment (see Diagram B). In addition, UPN's leased lit fiber solution would require the District to coordinate with UPN in the event that additional bandwidth would be needed to meet future demand; and, if additional fibers were needed, the District and UPN would incur additional construction costs. Whereas, UPN's leased dark fiber solution provided additional fibers at each location that could be lit without additional construction costs.

Conclusion

The District selected UPN's dark fiber solution as the most cost-effective solution for the following reasons:

1. The costs were the same for leased lit fiber and leased dark fiber solutions – either a one-time payment of \$177,809 and no ongoing costs;
2. Both the leased lit fiber and leased dark fiber proposals covered the full six (6) year period requested in the RFP;
3. Both the leased lit fiber and leased dark fiber proposals included ongoing maintenance during the term;
4. The leased dark fiber solution could be completely integrated into the District's current WAN infrastructure for its other locations; and
5. The District would have more flexibility and control in the event that additional bandwidth would be needed in the future.

Therefore, the District requests that USAC review this information and reconsider its denial of the District's funding requests. The District believes that it has complied with all regulations and requirements to be eligible to receive E-rate funding for these purchases.

Thank you for your time and attention to this matter.

Sincerely,



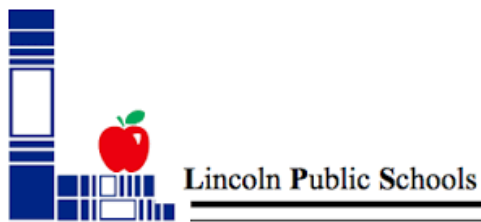
Dr. Liz Standish  
Associate Superintendent  
for Business Affairs





## WIDE AREA NETWORK SOLUTION

For



FCC Form 470 Number 170048745

2017 Wide Area Network RFP (#8778)

Presented by: Jennifer Dawson  
11/23/2016

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This proposal response includes data that shall not be disclosed by the recipient, and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to Unite Private Networks as a result of—or in connection with—the submission of this data, the recipient shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the recipient's right to use information contained in this data if it is obtained from another source without restriction. All data contained in this document, including all its attachments, are subject to this restriction.



**Jennifer Dawson**  
Assistant Director of Education Sales  
7200 NW 86th Street, Ste. M  
Kansas City, MO 64153  
Direct: 816.425.3565

E-mail: [jennifer.dawson@upnfiber.com](mailto:jennifer.dawson@upnfiber.com)

Matt Bellamy  
Purchasing Department  
Lincoln Public Schools  
5905 O Street, PO Box 82889  
Lincoln, NE 68501

Dear Mr. Bellamy,

Unite Private Networks, LLC (UPN/Unite) is very pleased to provide Lincoln Public Schools (LPS) with this comprehensive fiber-optic wide area network (WAN) proposal for a Leased Lit Fiber Solution and also for a Leased Dark Fiber Network Solution.

For Section A – Leased Lit Fiber Network, UPN is offering a Fiber-Optic Point to Point 10 Gbps WAN connection 7 locations. This will add the new Moore Middle School site into the current LPS Core Ring. UPN will provide the SFP's at the 7 locations.

For Section B – Leased Dark Fiber Network, UPN is offering a Point to Point Dark Fiber service to the following locations:

- Moore to Southwest with a 24 fiber count
- Moore to Southeast with a 24 fiber count
- Wysong to Moore with a 12 fiber count
- Moore Entrance with a 144 fiber count

Being a valued UPN customer since 2011, UPN is committed to continuing to provide Lincoln Public Schools with solutions to enhance Lincoln Public School's network today and for the future, as well as be cost competitive in the market place.

This lit managed service/dark fiber solution is fully E-Rate compliant under Category1 funding requirements. UPN's SPIN is 143029868. Our Tax ID # is 27-3388408 and we've been in business since 1998.

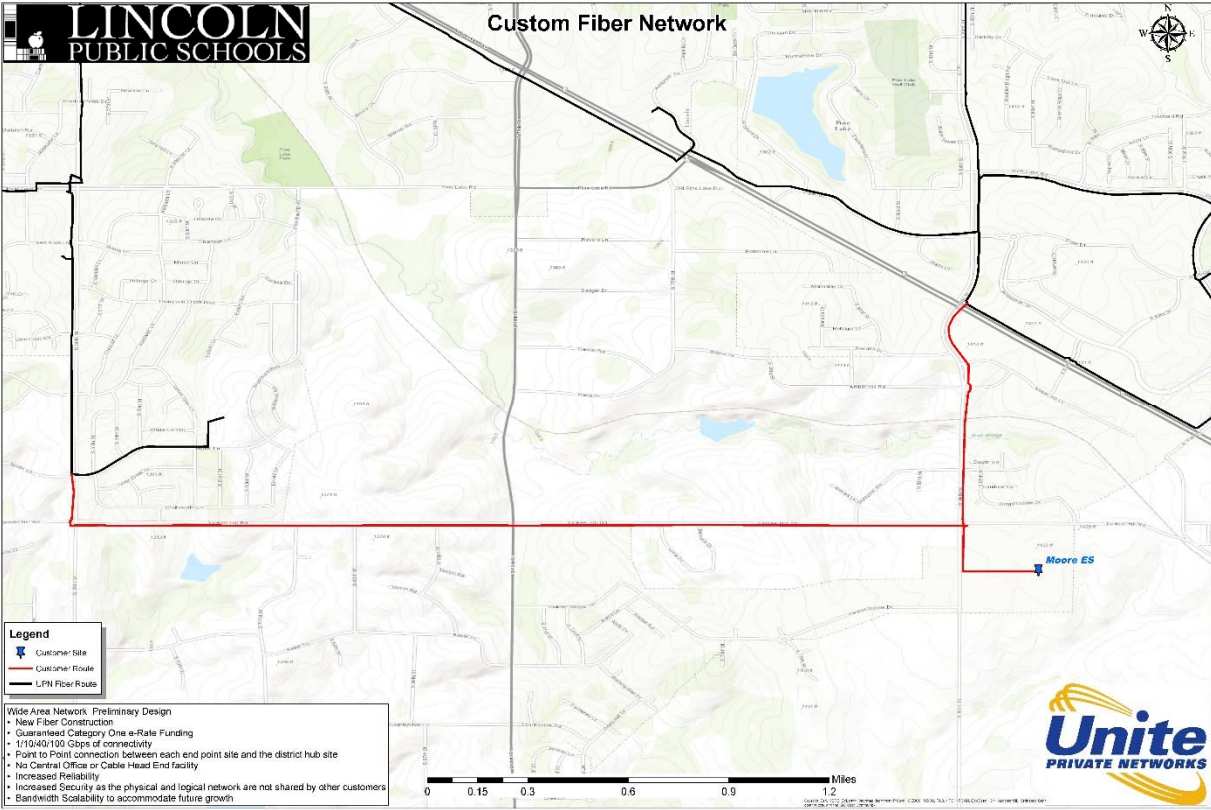
We welcome the opportunity to meet with the evaluation committee to present our solution in more detail. We also encourage the District to contact any school district listed on our school references list. UPN believes that once the District understands our proposal, you will agree that Unite Private Networks is the best vendor to partner with for your WAN project! Please feel free to contact me at [jennifer.dawson@upnfiber.com](mailto:jennifer.dawson@upnfiber.com) or at (816) 425-3565 if I can be of further assistance or answer any questions.

Best regards,

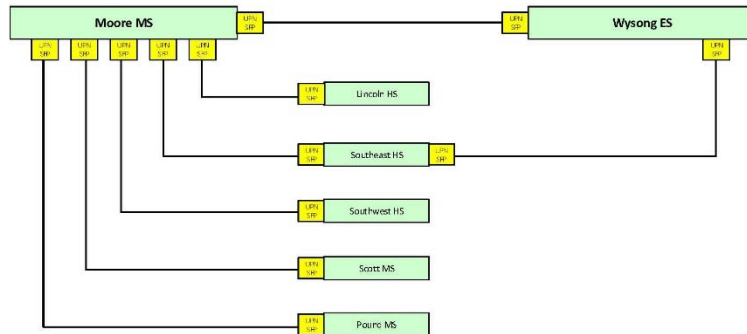
*Jennifer Dawson*

Jennifer Dawson  
Assistant Director of Education Sales

# Proposed Network Map



## UPN K12 EWAN Service Lincoln PS - 10 Gbps Interfaces

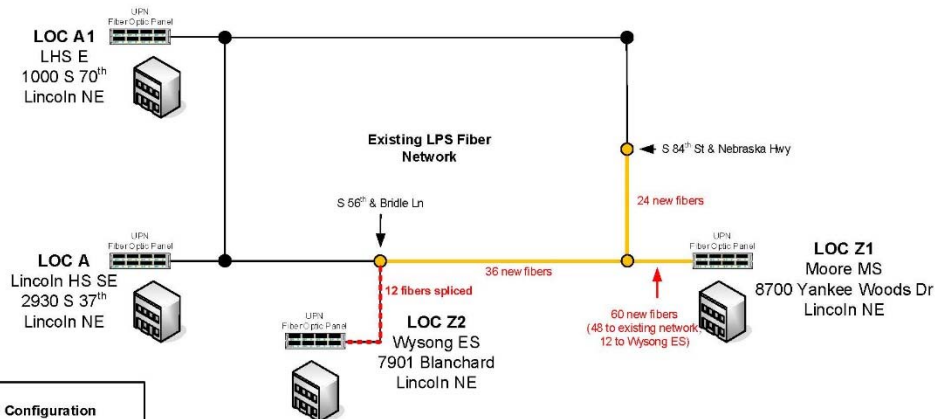


**Typical Configuration**  
**Providing:** SFP's for EWAN Service to K12 Schools

- CPE: SFP's only compatible with School District switches
- CPE Location: Within school switch
- When UPN provides the service will be either EPL to each school or E-Hub



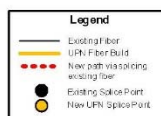
## UPN Point to Point Dark Fiber Service



**Typical Configuration**  
**Providing:** Point to Point Dark Fiber Service

- No electronics needed
- Demarc: UPN FDP
- Hand-Offs: All Single Mode Fiber
- Provided in fiber pairs

**Comments:** Service can be delivered to Curb as well



# Pricing Summary

## Lincoln Public Schools

### **Section A – Leased Lit Fiber Network**

- *Fiber-Optic Point to Point 10 GigE WAN connecting 7 locations*
- *Adding the new Moore Middle School site into the LPS Core Ring-Adjust Wysong fee.*
- *UPN SFPs provided at the 7 locations*

Circuit	Bandwidth	NRC	MRC	MRC Total (72 months)	Total
Moore MS to LPS Data Center	10Gbps	Included in Total Price	-	-	Included in Total Price
Moore MS to Southwest HS	10Gbps	Included in Total Price	-	-	Included in Total Price
Moore MS to Southeast HS	10Gbps	Included in Total Price	-	-	Included in Total Price
Moore MS to Scott MS	10Gbps	Included in Total Price	-	-	Included in Total Price
Moore MS to Pound MS	10Gbps	Included in Total Price	-	-	Included in Total Price
Wysong ES to Moore MS	10Gbps	Included in Total Price	-	-	Included in Total Price
Wysong ES to Southeast HS	10Gbps	Included in Total Price	-	-	Included in Total Price
Total		<b>*\$177,809</b>	<b>\$0</b>	<b>\$0</b>	<b>*\$177,809</b>

**\*Includes NUSF Fees of 7.0%. Which may fluctuate during the term of the agreement per the State of Nebraska guidelines.**

### **Section B - Leased Dark Fiber Network Request**

- *Point to Point Dark Fiber Service*

Segment	Description	Fiber Count	Length	Total Cost
Moore to Southwest	Enter the Segment Length and Total Cost of the needed 24-count fiber cable.	24	10.54 linear km	\$ Included (See below)
Moore to Southeast	Enter the Length and Total Cost of the needed 24-count fiber cable.	24	11.75 linear km	\$ Included (See below)
Wysong to Moore	Enter the Length and Total Cost of the needed 12-count fiber cable.	12	4.59 linear km	\$ Included (See below)
Moore Entrance	Enter the Length and Total Cost for 144-count fiber cable even though only 60-count fiber cable is required.	144	0.28 linear km	\$ Included (See below)
<b>Total</b>				<b>*\$177,809</b>

**\*Includes NUSF Fees of 7.0%. Which may fluctuate during the term of the agreement per the State of Nebraska guidelines.**

#### **Pricing Notes:**

1. This price quote expires ninety (90) days from the due date of the associated response.
2. This is a turn-key quote with all construction, electronics, and maintenance included.
3. All rates quoted are monthly recurring charges (MRC).
4. E-Rate discount is assumed based upon previous year's USAC Form 471 filed and is subject to change based on USAC guidelines and approval.
5. Please note that UPN can also provide an upfront payment option (Non-Recurring Charge or NRC) which would further reduce the monthly recurring charges (MRC) while maintaining the overall cost.
6. All applicable taxes and fees including, but not limited to, federal, state, local use, excise, gross receipts, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities shall be paid by the District in addition to the regular charges under this Agreement. The District shall be required to provide documentation evidencing its exemption from any such taxes or fees.
7. If the District requires switches instead of SFP/GBIC's there could be a pricing impact.



Unite Private Networks (UPN) responses throughout this response document are in **Blue and Bold** as shown in this example.

# 2017 WIDE AREA NETWORK RFP

RFP #8778

Matt Bellamy  
mbellam@lps.org

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# 2017 District Wide Area Network RFP

## OVERVIEW

The Lincoln Public Schools (LPS) is seeking proposals for a dedicated fiber-based Wide Area Network, as described in this RFP, to connect Wysong Elementary School and Moore Middle School to the LPS Fiber Network for the E-Rate funding year starting July 1, 2017.

This RFP requests proposals for two (2) network options: (1) a Leased Lit Fiber Network option (Section A); and (2) a Leased Dark Fiber Network option (Section B). The term for either network option shall be July 1, 2017 to June 30, 2023 (six years) and shall include an option providing for up to two five-year extensions beyond the original contract period upon agreement of both parties. E-rate rules require comparing the cost of the Leased Dark Fiber Network option to Leased Lit Fiber Network option and awarding the most cost-effective network option to receive funding.

**Unite Private Network's response:** UPN accepts and complies with the item above.

## E-RATE REQUIREMENTS

It is anticipated that some or all of the costs associated with this proposal shall be eligible for the E-Rate discount under the Federal Communications Commission (FCC) Universal Service Provision (FCC 97-157); therefore, the selected Proposer must understand and comply with all FCC rules and regulations relative to E-Rate. The selected Proposer must also have a valid 498 ID (Service Provider Identification Number – SPIN).

Final authorization by LPS for the purchase of any or all goods and/or services, hereafter described in this document, MAY be contingent upon the award of funding (a Funding Commitment Decision Letter) from the Schools and Libraries Division of USAC for the 2017 E-Rate Funding Year. LPS may, at its discretion, choose to cancel its offer for the purchase of any and all goods and/or services requested in this RFP if E-Rate funding is not approved by USAC, there is a reduction in funding, there are changes in the physical structure of a school (i.e., renovations, demolitions), or for any other reason.

All requests for payment by the selected Proposer must be made by written invoice to LPS. Goods and/or services may not be delivered to LPS before January 1, 2017. Proposer may not issue written invoices before July 1, 2017. Invoices must show the full amount of the cost of goods and/or services provided to LPS for the invoice period. Invoices must also provide the following:

- (i) an itemization of those goods and/or services that are eligible for E-Rate reimbursements, and those that are not eligible for E-Rate reimbursement. (The itemization could include a bill of materials for any eligible special construction costs if the proposer requests special construction reimbursement for new build segments necessary to deliver leased lit service or leased dark fiber.)
- (ii) an itemization of invoice amounts that are allocated for payment through E-Rate, and those that are to be paid directly by LPS.

LPS shall pay only the invoice amounts, not otherwise disputed by LPS, allocated on the invoice for payment directly by LPS. **By submitting a proposal, the selected Proposer understands, acknowledges and agrees that LPS will not pay any invoice amounts identified and allocated for payment through E-Rate.**

The selected Proposer shall be responsible to prepare and file with the FCC a Form 474 (SPI Form) to request payment of those invoice amounts allocated for payment through the E-Rate program. The selected Proposer will be paid for the E-rate eligible goods and/or services through the E-Rate program only after a Funding Commitment Decision Letter has been issued through the E-Rate program. If, through no fault of the selected Proposer, a Funding Commitment Decision Letter has not been issued by December 31, 2017, the selected Proposer at its option may submit an invoice to LPS for payment of the non-reimbursed E-Rate eligible goods and/or services.

**Unite Private Network's response:** UPN reserves the right to negotiate specific invoicing language that is consistent with E-rate regulations into the final Agreement between the parties. For clarity, E-rate regulations require service providers to allow applicants the option to pay using the BEAR or SPI method each funding year. UPN will comply with this requirement.

## PROPOSAL DUE DATE

The proposal is due November 23 at 10:00 a.m. CST

**Unite Private Network's response:** UPN accepts and complies with the item above.

# PROPOSAL FORMAT, REQUIREMENTS, AND INSTRUCTIONS FOR SUBMISSION

To be considered, the proposal must contain a response to all components listed in this RFP. Submission of a proposal assumes that the vendor understands and has read the RFP and is submitting a proposal in the format requested. Any incomplete proposals, exceptions, qualifications not specified may cause the proposal to be rejected. The responses should be returned on single sided 8x11-inch paper in standard font. The proposing firm shall submit their proposal as (1) original, (5) copies, 1 copy in a write-protected PDF format. LPS will send this request for proposal as an MS Word document to authorized persons via email.

Submit proposals as follows:

## Hand-Delivered

Lincoln Public Schools  
Purchasing Department  
5905 O Street  
Lincoln, NE 68510  
RFP #8387

## Mailed

Lincoln Public Schools  
Purchasing Department  
PO Box 82889  
Lincoln, NE 68501  
RFP #8387

## E-Mailed

[mbellam@lps.org](mailto:mbellam@lps.org)  
cc:  
[purchasing@lps.org](mailto:purchasing@lps.org)  
RFP #8387

Proposal questions may be submitted **until 2:00 pm, November 4, 2016** by e-mailing Matt Bellamy ([mbellam@lps.org](mailto:mbellam@lps.org)), LPS Director of Purchasing. Questions will not be accepted after this date and time.

Addenda are written or graphic instruments prepared and issued by Lincoln Public Schools prior to the Proposal closing date, which modify or interpret Proposal Documents by additions, deletions, clarifications, or corrections. Addenda shall be binding and shall become part of the Contract Documents. It is the Bidder's responsibility to assure that all addenda have been reviewed.

LPS may, at its discretion, choose to accept all or part of a proposal.

The contract shall consist of a PURCHASE ORDER and a copy of the Contractor's proposal response (or referenced proposal number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said proposal documents.

LPS reserves the right to adjust, add or terminate services during the course of this contract.

**Unite Private Network's response: UPN reserves the right to negotiate an agreement between the parties that resolves any discrepancies between UPN's bid and the District's RFP and becomes the controlling document between the Parties.**

## Section A – Leased Lit Fiber Network

The objective of this Proposal option is to obtain a proposal for high-speed data and network connectivity between sites as listed below. The proposer is expected to own the broadband infrastructure over which the service is delivered. The proposer also will provide all equipment, technical support, maintenance and operations of both the equipment and broadband infrastructure for this service. The first site listed is the LPS location to be connected and the aggregation center is listed second. Addresses for LPS Sites can be found in Appendix B.

- a. Moore Middle School and the LPS Data Center
- b. Moore Middle School and Southwest High School
- c. Moore Middle School and Southeast High School
- d. Moore Middle School and Scott Middle School
- e. Moore Middle School and Pound Middle School
- f. Wysong Elementary School and Moore Middle School
- g. Wysong Elementary School and Southeast High School

### A. PROJECT OVERVIEW

The objective of this section of the RFP is to identify a Proposer or Proposers who will provide a leased lit service which is defined as a high-speed data and network connectivity that will meet the current and future telecommunications needs at these LPS locations over the term of the contract. Each Proposer will provide

cost-effective, scalable and flexible high-speed data and network transport services that connects these LPS locations. The Proposer must propose all costs to provide connectivity.

The Proposer's Leased Lit Fiber Network solution will include connectivity from each LPS location to the aggregation center. THERE SHALL BE NO INTERMEDIATE CONNECTION POINTS AT ANY LOCATIONS OTHER THAN LPS LOCATIONS. The Proposer shall ensure that the proposed Lit Fiber Network solution allows secure data transportation between the LPS locations and the aggregation center. Connectivity back to the aggregation center must have the capacity to support all locations transmitting at full capacity at any given time. A ten (10) Gigabit Ethernet interface physical hand-off is required as a minimum for the connection at the identified aggregation locations. The cost for connectivity back to the aggregation center MUST be figured into the MRC (monthly recurring charge) for each site. All co-location data center cross-connect and fiber path costs needed to provide the physical interface hand-over to LPS equipment will be the responsibility of the Proposer. A co-location space will be provided at the aggregation locations for the Proposer.

All proposals must meet the technical requirements as stated in the RFP.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**B. CURRENT ENVIRONMENT**

The current LPS fiber network consists of a Ring (24 fibers) connecting 10 Core Sites that each connect to Lateral Sites (12 fibers) in the area surrounding the respective Core Site. Two of the Core Sites are active-active data centers adjacent to each other on the Ring. See LPS Network Topology in Appendix A and LPS Sites in Appendix B. Note that Wysong and Moore are shown in LPS Network Topology as desired upon completion of the Dark Fiber Network in this RFP, if selected. The Ring utilizes diverse fiber routes up to the property edge at each Core Site but is not diverse across the Core Site property and into the main wiring closet (MDF).

The leased lit fiber option requested is a stand-alone solution and will operate alongside the current environment.

**Unite Private Network's response: UPN accepts and complies with the item above.**

**C. PROJECT REQUIREMENTS**

The LPS locations that require this service must be converted during the month of July 2016 and the month of July for each succeeding year. The circuits should be installed and tested by the first Friday in August 2016 and each succeeding year, however LPS cannot incur charges on these circuits until after July 1 of the implementation year due to E-rate. The cutover must be complete by the first Friday in August 2016 and each succeeding year or incur a penalty (see Section III, DD Penalty). Existing service must remain active until the final cutover (see D. Transition Requirement). LPS is cognizant of a growing demand for bandwidth. LPS is interested in identifying the Proposer(s) who will meet the current and future telecommunications needs of LPS over the term of the contract. The Proposer(s) will provide a cost-effective, scalable, and flexible transport solution that will be able to meet the demands of LPS and it is expected the solution would meet any future needs of LPS as deemed appropriate. Proposers shall identify services that are a normal part of their offering without additional fees.

**Add the following to RFP #8778:**

**Replace paragraph on Page 4, Section C - PROJECT REQUIREMENTS**

**The LPS locations require this service be available no later than July 1, 2017, however LPS cannot incur charges on these circuits until after July 1, 2017 due to E-rate. LPS is cognizant of a growing demand for bandwidth. LPS is interested in identifying the Proposer(s) who will meet the current and future telecommunications needs of LPS over the term of the contract. The Proposer(s) will provide a cost-effective, scalable, and flexible transport solution that will be able to meet the demands of LPS and it is expected the solution would meet any future needs of LPS as deemed appropriate. Proposers shall identify services that are a normal part of their offering without additional fees.**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**D. TRANSITION REQUIREMENT**

For purposes of assisting LPS in transitioning to a potential new fiber network provider at the expiration of that network provider's contract, the winning Proposer(s), if any, to this RFP shall be required, if requested by LPS, to continue to provide any part or all of the contracted services in accordance with the terms and conditions, requirements and specifications of the contract with LPS for a period not to exceed 90 calendar days after the expiration or termination of the contract for a price not to exceed those prices set forth in the contract.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN has read and will comply. In addition, UPN reserves the right to negotiate longer transition periods into the final agreement between the parties that may benefit the District if the need to transition arises.

**E. SCOPE OF WORK**

The Proposer shall provide non-recurring costs (NRC) for design, engineering and project management for the special construction of the network facilities (i.e., development costs). In addition, the Proposer will provide NRC for the special construction of the leased lit fiber network and its maintenance for a leased lit fiber network capable of supporting a high-speed, IP-based, layer-2, Ethernet, wide area network to interconnect the above-described LPS locations. The network interface to LPS' CPE must physically be Ethernet with the capability to provide multiple virtual Ethernet interfaces via 802.1Q VLAN tagging.

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

This connectivity will transmit Internet, distance learning, and data transport between the eligible entities of LPS.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

## F. TECHNICAL REQUIREMENTS

The proposed Leased Lit Fiber Network solution must provide a network design in which:

1. Layer 2 (802.1q/802.1p) VLAN and QoS tags must be allowed through the provided network connection and must remain unchanged by the provider.
2. Ethernet frames containing a 1500 byte payload (for a total minimum supported Ethernet frame size of 1542 bytes), must be allowed and flow as a single complete frame without any fragmentation by the provider's equipment. Reference: [http://en.wikipedia.org/wiki/Ethernet\\_frame](http://en.wikipedia.org/wiki/Ethernet_frame)
3. Layer 2 performance must be adequate to support jitter and latency sensitive applications (i.e. video over IP).
4. The network interface to the customer's CPE must be an Ethernet-based handover connection. The connection must support either 802.1q tagged frames or must support 802.1ad provider bridging. LPS WILL NOT coordinate customer VLAN tags with the provider; the provider must either tunnel the customer VLAN tags through the provider network or must leave the customer VLAN tags unchanged from end-to-end.
5. Allow participating institutions to manage their own IP address space and routing.
6. Performance metrics on contracted circuits must be provided to LPS staff within 24 hours of request.
7. LPS must be notified within 24 hours of performing QoS changes, network monitoring changes or any other network changes that may have a positive or negative effect on performance as outlined in the RFP.
8. The provided connection must be tested to prove performance before it will be considered complete and usable. Testing according to ITU-T Y.156sam or RFC-2544 for performance, frame-loss and latency is preferred but detailed performance, frame-loss, latency and QOS test disclosure is also acceptable. Testing must validate the minimum frame size specified is supported.
9. Every connection's receive AND transmit capacity must each meet or exceed the bandwidth amount that is proposed. Testing must validate that capacity meets the amount purchased before the connection will be considered complete and usable.
10. Proposers should provide information on the age, type, and performance of the fiber they are proposing to lease, including a description of all applicable splice loss budgets compared to actual OTDR test results of each fiber strand in both directions.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

## G. PROJECT PLANNING AND MANAGEMENT

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

### 1. LPS MANAGEMENT STAFF

LPS management staff will:

- a. Provide overall project direction and management.
- b. Review and approve all project plans and deliverables.
- c. Ensure that technical assistance and support are provided during the Proposer's implementation phases and ongoing upgrade design of this project.
- d. Establish project management guidelines by meeting with the Proposer's project management team as needed.
- e. Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project.
- f. Coordinate other resources as needed to support the implementation process.
- g. Provide on-site assistance, as needed during the implementation phases of the project.
- h. Assist the Proposer in identifying eligible participants in the network as well as establishing guidelines with the Proposer for ordering, moving, adding or changing services.

## 2. PROPOSER

The Proposer will:

- a. Coordinate and administer the requirements of the network service(s) that are proposed.
- b. Maintain toll free lines for voice and facsimile from LPS to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of a service disruption. The Proposer will provide information regarding intent to maintain its facilities after project implementation has been completed.
- c. Maintain toll free voice lines for after-hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of contact for all services and equipment provided by the contract, including services and equipment subcontracted to another provider.
- d. Provide upon request, technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Proposer will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.
- e. Provide upon request, detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be available to LPS electronically in a format agreed upon by the Proposer and LPS to allow for import into various computer programs.
- f. Provide upon request, basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.

If the Proposer intends to Subcontract any part of its performance hereunder, the Proposer must provide:

- a. name, address, and telephone number of the Subcontractor(s);
- b. specific tasks for each Subcontractor(s);
- c. percentage of performance hours intended for each Subcontract; and
- d. total percentage of Subcontractor(s) performance hours.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JD	Unite Private Network's response: UPN will utilize subcontractors for the construction and installation of the fiber network. If selected as the winning bidder, UPN will host its own competitive bidding process to identify its subcontractors. UPN can supplement this information at that time.

## H. SERVICE LEVEL GUARANTEES

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above. (UPN's Standard SLA enclosed in bid response)

**I. MAINTENANCE SPECIFICATIONS**

When planned network maintenance activities are conducted by the Proposer which entails the risk of interrupting or diminishing service to LPS or its participants, LPS Computing Services must be notified at least three (3) business days in advance of the maintenance planned. Additionally, the Proposer must agree to work with LPS to find an alternate date and time of maintenance, if the proposed time would be particularly detrimental to LPS business needs. An acceptable planned maintenance period would be from 10:00 p.m. to 6:00 a.m.

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

The Proposer must operate its own Network Operations Center(s) and provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven days a week. The Proposer shall provide sufficient staff for peak and critical hours. The Proposer shall provide LPS with a local and toll-free number for trouble reporting.

The Proposer must respond to trouble reports within one (1) hour of notification. The Proposer must also provide an escalation procedure and contact list to be used for unresolved issues, including names, titles and phone numbers of contact persons in the escalation chain. Major service-affecting problems that are not resolved within two (2) hours of time after the notification of trouble shall constitute a prolonged outage and must be escalated.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**J. IMPLEMENTATION PLAN**

The Proposer should submit with their proposal response, and must provide prior to award, an implementation plan for the deployment of the services, that reflect the services to be included in the associated contract. The plan must clearly represent the constraints of time, scope and cost. At a minimum the implementation plan must include the project approach, scope of work, work breakdown structure (WBS), schedule, milestones, deliverables, risk assessment, mitigation strategies, resource planning and communication plans.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.



**K. DEPLOYMENT STATUS REPORTS**

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**L. BILLING**

The Proposer must comply with all applicable E-rate requirements. Each location shall be itemized and billed monthly

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**M. CERTIFICATION**

LPS requires that the Proposer be certificated or permitted by, or registered with, the Public Service Commission (PSC) to provide the services outlined in this Section of this RFP (Neb. Rev. Stat. § 81-1120.19). The Proposer must be willing to file Tariffs with the PSC specific to the network proposed in their proposal. The Proposer must be willing to accept direct payment for USF and NUSF contributions to their proposed network. The Proposer must include these contributions in its proposal prices.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**N. COST**

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

Any costs which are not eligible for E-rate discounts must be identified.

The proposal prices listed must include the cost of doing business as indicated below. Simply placing a cost number in the appropriate cell is all that is needed.

Unite Private Network's response: UPN has included the current NUSF percentage in this proposal. However, UPN has no control over the fluctuation of this percentage. The invoices to the District will reflect the then current NUSF rate as mandated by the state of Nebraska.



**1. NETWORK EQUIPMENT AND HARDWARE COSTS**

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

**2. INSTALLATION COSTS**

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

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

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

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

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

**4. QUANTITY**

LPS has the option of purchasing any quantity of services in any increment proposed. LPS reserves the right to purchase any quantity of service. There will be no minimum or maximum quantities imposed as a result of any contract.

**5. PROPOSAL COST TABULATION**

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

SAMPLE—Proposal costs for NRC and MRC for 72 months.

Circuit	Bandwidth	NRC	MRC	MRC Total (72 months)	Total
Moore MS to LPS Data Center	10Gbps	Included in Total Price	-	-	Included in Total Price
Moore MS to Southwest HS	10Gbps	Included in Total Price	-	-	Included in Total Price
Moore MS to Southeast HS	10Gbps	Included in Total Price	-	-	Included in Total Price
Moore MS to Scott MS	10Gbps	Included in Total Price	-	-	Included in Total Price
Moore MS to Pound MS	10Gbps	Included in Total Price	-	-	Included in Total Price
Wysong ES to Moore MS	10Gbps	Included in Total Price	-	-	Included in Total Price
Wysong ES to Southeast HS	10Gbps	Included in Total Price	-	-	Included in Total Price
Total		*\$177,809	\$0	\$0	*\$177,809

**\*Includes NUSF Fees of 7.0%. Which may fluctuate during the term of the agreement per the State of Nebraska guidelines.**

## Section B – Leased Dark Fiber Network

The objective of this Proposal option is to obtain a proposal for the lease or IRU of a dedicated Dark Fiber Network connecting two LPS locations with aggregation centers as listed below. Addresses for LPS Sites can be found in Appendix B.

- a. Moore Middle School Ring Fiber to Southwest High School
- b. Moore Middle School Ring Fiber to Southeast High School
- c. Wysong Elementary School Lateral Fiber to Moore Middle School

### A. PROJECT OVERVIEW

The objective of this section of the RFP is to identify a Proposer or Proposers who will provide leased dark fiber network connectivity that will meet the current and future telecommunications needs at these LPS locations over the term of the contract. Leased dark fiber service is leasing a number of fiber strands on a proposer owned network, along with services for technical support, maintenance, and operations of the leased dark fiber strands. LPS will be responsible for procuring the network equipment necessary to provide lit service over the leased dark fiber strands, along with technical support, maintenance, and operations of the LPS network equipment. Each Proposer will provide cost-effective, scalable and flexible fiber-based infrastructure that connects these locations to the existing fiber-based infrastructure as specified in this RFP. The Proposer must propose all costs to provide connectivity, maintenance, operation, and routing equipment.

All proposals must meet the technical requirements as stated in the RFP.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

### B. CURRENT ENVIRONMENT

The current LPS fiber network consists of a Ring (24 fibers) connecting 10 Core Sites that each connect to Lateral Sites (12 fibers) in the area surrounding the respective Core Site. Two of the Core Sites are active-active data centers adjacent to each other on the Ring. See LPS Network Topology in Appendix A and LPS Sites in Appendix B. Note that Wysong and Moore are shown in LPS Network Topology as desired upon completion of the Leased Dark Fiber Network in this RFP, if selected as the most cost-effective option. The Ring utilizes diverse fiber routes up to the property edge at each Core Site but is not diverse across the Core Site property and into the main wiring closet (MDF).

The leased dark fiber option, while separate from the current LPS environment, will be connected to the existing current fiber network as shown in Appendix C.

### C. PROJECT REQUIREMENTS

The desired leased dark fiber solution should extend the existing Ring from Southwest HS to Moore, and from Southeast HS to Moore, thus creating a new Core Site on the Ring. Wysong shall become another Lateral Site connecting to Moore. The Ring shall provide 24 Single-Mode fibers to Moore from Southwest HS and 24 Single-Mode fibers to Moore from Southeast HS. The Lateral from Wysong shall provide 12 Single-Mode fibers to Moore.

The entrance fiber into Moore from the property edge to the demarcation point (MDF) requires a minimum of 60 Single-Mode fibers. To account for future growth, a cable with 144-count fiber is recommended.

The earliest construction can begin is January 1, 2017, and selection of the service provider and filing of FCC Form 470 is expected to occur prior to January 1, 2017. Billing for services cannot occur prior to July 1, 2017.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN has read and will comply.

**D. TRANSITION REQUIREMENT**

For purposes of assisting LPS in transitioning to a potential new fiber network provider at the expiration of that network provider's contract, the winning Proposer(s), if any, to this RFP shall be required, if requested by LPS, to continue to provide any part or all of the contracted services in accordance with the terms and conditions, requirements and specifications of the contract with LPS for a period not to exceed 90 calendar days after the expiration or termination of the contract for a price not to exceed those prices set forth in the contract.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN has read and will comply. In addition, UPN reserves the right to negotiate longer transition periods into the final agreement between the parties that may benefit the District if the need to transition arises.

**E. SCOPE OF WORK**

The Proposer shall provide non-recurring costs (NRC) for design, engineering and project management for the special construction of the network facilities (i.e., development costs). In addition, the Proposer will provide NRC for the special construction of the leased dark fiber network and its maintenance for a leased dark fiber network capable of supporting a high-speed, IP-based, layer-2, Ethernet, wide area network to interconnect the above-described LPS locations.

The Proposer shall provide all Fiber Optic cables, Pigtail assemblies, Outdoor Splice Cases and Trays, Handholes, Ducts, Locate Wire, Pull Boxes, and any other consumables and installation hardware necessary to construct and terminate the leased dark fiber network. In addition, the Proposer shall perform all Fusion Splicing, Indoor Fiber Terminations, Cable Testing, and Test Documentation.

LPS shall provide interior Pull Boxes, EMT conduits and data racks within Wysong and Moore. The Proposer shall provide interior Pull Boxes and EMT conduits to the Main Wiring Closet (MDF), if none are available, at each aggregation center.

The proposer shall provide comprehensive specifications for their proposed special construction solution and provide invoice level detail on associated costs, such as:

1. Route assessment, maps, ROW access and/or easement requirements.
2. Whether fiber will be buried, strung through conduit (existing or newly installed), and/or strung aerially on poles (existing or newly installed), and any associated terms and costs (e.g., pole attachment agreements imposing make-ready costs, trenching and/or boring costs).
3. Quantity and cost of other plant elements (e.g., handholes, splice enclosures, vaults).
4. Charges for engineering, environmental assessments, traffic control and permits, surveys, testing, etc.

This connectivity will transmit Internet, distance learning, and data transport between the eligible entities of LPS.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN has read and will comply.

**F. TECHNICAL REQUIREMENTS**

The proposed Leased Dark Fiber Network solution must provide a network design in which:

1. The network interface to the customer's CPE must be terminated with SC type connectors.
2. The provided connection must be tested to prove performance before it will be considered complete and usable.

3. Proposers should provide information on the age, type, and performance of the fiber they are proposing to lease, including a description of all applicable splice loss budgets compared to actual OTDR test results of each fiber strand in both directions.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN has read and will comply.

**G. PROJECT PLANNING AND MANAGEMENT**

LPS acknowledges that project management and implementation procedures will require alignment and adjustment of work processes for the Proposer's organizations and LPS. The alignment will be part of the contract finalization. However, the Proposer will respond to this RFP assuming the following responsibilities.

**1. LPS MANAGEMENT STAFF**

LPS management staff will:

- a. Provide overall project direction and management.
- b. Review and approve all project plans and deliverables.
- c. Ensure that technical assistance and support are provided during the Proposer's implementation phases and ongoing upgrade design of this project.
- d. Establish project management guidelines by meeting with the Proposer's project management team as needed.
- e. Review and approve all project specific documentation standards and requirements for the various types of reports, technical/procedural documentation, and management materials that will be produced during the project.
- f. Coordinate other resources as needed to support the implementation process.
- g. Provide on-site assistance, as needed during the implementation phases of the project.
- h. Assist the Proposer in identifying eligible participants in the network as well as establishing guidelines with the Proposer for ordering, moving, adding or changing services.

**2. PROPOSER**

The Proposer will:

- a. Coordinate and administer the requirements of the network service(s) that are proposed.
- b. Maintain toll free lines for voice and facsimile from LPS to operational facilities for order entry and after hours help desk. Installation and maintenance may be subcontracted to one or more third parties to adequately cover the locations of the core transport backbone sites and to provide for rapid response in the event of a service disruption. The Proposer will provide information regarding intent to maintain its facilities after project implementation has been completed.
- c. Maintain toll free voice lines for after-hours helpdesk support for the duration of the contract. This point of contact will serve as the single point of contact for all services and equipment provided by the contract, including services and equipment subcontracted to another vendor.
- d. Provide upon request, technical information, graphs, charts, maps, photographs, block diagrams, operating manuals, and other information that will clearly show that the services offered are in full compliance with the minimum requirements of this RFP. In the event that the documentation furnished is at variance with the requirements of this RFP, the Proposer will explain in detail, with full engineering support data, the reasons why the proposed services meet the RFP requirements and should not be considered an exception.
- e. Provide upon request, detailed network diagrams and drawings that clearly illustrate the network configuration and the functional relationships, as they are associated with the proposed services. These network diagrams will be available to LPS electronically in a format agreed upon by the Proposer and LPS to allow for import into various computer programs.

- f. Provide upon request, basic technical specifications for each item of equipment included in the proposal. The information to be provided will be in the form of published specification sheets or other illustrative literature.

If the Proposer intends to Subcontract any part of its performance hereunder, the Proposer must provide:

- a. name, address, and telephone number of the Subcontractor(s);
- b. specific tasks for each Subcontractor(s);
- c. percentage of performance hours intended for each Subcontract; and
- d. total percentage of Subcontractor(s) performance hours.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JD	Unite Private Network's response: UPN will utilize subcontractors for the construction and installation of the fiber network. If selected as the winning bidder, UPN will host its own competitive bidding process to identify its subcontractors. UPN can supplement this information at that time.

#### H. SERVICE LEVEL GUARANTEES

This Leased Dark Fiber Network must support production applications that require a high degree of reliability and must operate with little or no service disruptions for twenty-four (24) hours a day, seven (7) days a week. Proposer(s) must have the necessary staff for the installation, operation, and maintenance of their network. The Proposer will conform to these service level agreements, and include details concerning restoration procedures and goals and escalation procedures.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above. (UPN's Standard SLA enclosed in bid response)

#### I. MAINTENANCE SPECIFICATIONS

When planned network maintenance activities are conducted by the Proposer which entails the risk of interrupting or diminishing service to LPS or its participants, LPS Computing Services must be notified at least three (3) business days in advance of the maintenance planned. Additionally, the Proposer must agree to work with LPS to find an alternate date and time of maintenance, if the proposed time would be particularly detrimental to LPS business needs. An acceptable planned maintenance period would be from 10:00 p.m. to 6:00 a.m.

The Proposer will provide routine maintenance and inspection of the fiber infrastructure, pro-active monitoring of fiber operation, repair of fiber breaks, and replacement of damaged fiber or fiber that no longer meets specifications, locate services, registration of the fiber with 811 service, and other support necessary to ensure operation of the network.

The Proposer must operate its own Network Operations Center(s) and provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven days a week. The Proposer shall provide sufficient staff for peak and critical hours. The Proposer shall provide LPS with a local and toll-free number for trouble reporting.

The Proposer must respond to trouble reports within one (1) hour of notification. The Proposer must also provide an escalation procedure and contact list to be used for unresolved issues, including names, titles and phone numbers of contact persons in the escalation chain. Major service-affecting problems that are not resolved within two (2) hours of time after the notification of trouble shall constitute a prolonged outage and must be escalated.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above. (UPN's Standard SLA enclosed in bid response)

**J. IMPLEMENTATION PLAN**

The Proposer should submit with their proposal response, and must provide prior to award, an implementation plan for the deployment of the services, that reflect the services to be included in the associated contract. The plan must clearly represent the constraints of time, scope and cost. At a minimum the implementation plan must include the project approach, scope of work, work breakdown structure (WBS), schedule, milestones, deliverables, risk assessment, mitigation strategies, resource planning and communication plans.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**K. DEPLOYMENT STATUS REPORTS**

The Proposer's designated project manager will provide weekly progress reports of the status of any deployment schedule to LPS's designated project manager. The weekly progress report must include identification of any issues affecting the deployment schedule, and include recommended resolution(s) to any identified barriers to network deployment.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**L. BILLING**

The Proposer must comply with all applicable E-rate requirements. Each location shall be itemized and billed monthly

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

**M. CERTIFICATION**

LPS requires that the Proposer be certificated or permitted by, or registered with, the Public Service Commission (PSC) to provide the services outlined in this Section of this RFP (Neb. Rev. Stat. § 81-1120.19). The Proposer must be willing to file Tariffs with the PSC specific to the network proposed in their bid. The Proposer must be willing to accept direct payment for USF and NUSF contributions to their

proposed network. The Proposer must include these contributions in its proposal prices.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above.

#### N. CORE SWITCHING AND ROUTING EQUIPMENT

LPS desires to simplify management and provide improved interoperability with the current Cisco wired network environment. The proposed equipment must be compatible with the existing wired network environment and support each of the following. If the proposed equipment is not compatible with the existing wired network environment explain how interoperability will be accomplished. It is anticipated this equipment may be bid by separate Proposers from those bidding on the connectivity services sought in this RFP.

1. The existing Cisco Switching and Routing equipment used at other Core Sites in the LPS Network is the Cisco Catalyst 4500X Switch and is desired at Moore for compatibility. Cisco Catalyst 3650 Switches are currently in use at Wysong and, while no additional equipment is needed, proposals are requested for comparing cost-effectiveness with Lit Fiber Network costs.
2. The equipment must provide a compatible VLAN Trunking Protocol.
3. The equipment must support a Cisco VoIP infrastructure and support detecting Cisco Phones and the ability to place them in a separate VLAN from other access devices.
4. The equipment must provide IEEE 802.11at (PoE+) power to any port.
5. The equipment must provide an authorization, authentication, and accounting (AAA) mechanism utilizing RADIUS.
6. A Technical Assistance Center for Management and Maintenance Service must be available and staffed on a 24x7 basis and accessible via a toll-free number.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JD			Unite Private Network's response: UPN accepts and complies with the item above. (UPN's Standard SLA enclosed in bid response)

#### O. COST

Costs shall be all-inclusive, meaning all non-recurring costs (NRC) required by the Proposer to commence service are separately listed, clearly indicating any NRCs associated with special construction, and all monthly recurring costs (MRC) for the corresponding segments shall be included in the pricing sheets. No increased pricing will be allowed during the 72-month term of the contract, or extensions. All prices shall be proposed as an individual location/school cost on a recurring or non-recurring basis. **All Proposer costs must be reflected in either the monthly recurring or non-recurring charges. All fees, taxes and pass-through charges such as NUSF must also be included in the cost. No additional charges will be accepted.** LPS shall not be responsible for any cost that is not identified in the Proposer's cost proposal.

Any costs which are not eligible for E-rate discounts must be identified.

The proposal prices listed must include the cost of doing business as indicated below. Simply placing a cost number in the appropriate cell is all that is needed.

1. **DESIGN, ENGINEERING AND PROJECT MANAGEMENT COST**  
Identify the NRC associated with the design, engineering, and project management services necessary to provide the Leased Dark Fiber Network.
2. **INSTALLATION COSTS**  
Identify the NRC for special construction of the Leased Dark Fiber Network. These costs include City of Lincoln fees for right of way permits, pole attachment fees, the actual cost of installation and



construction of the fiber cable plant, cable pathways within the building to the demarcation point, and splicing and termination of fiber.

- a. All fees that would be incurred for a fully functioning end-to-end connection, whether recurring or non-recurring, must be included in the cost. All cross-connect, and facilities related charges that would be incurred to physically connect the circuit to LPS equipment on both ends must be included in the NRC cost.
- b. The NRC should only include the costs associated with the requested fiber count. Should the proposer choose to install fiber cable in excess of the requested fiber count, the cost of the excess fiber cable must be removed on a prorated basis. For example, if 96 count fiber is installed, the proposer should only reflect the cost of 24 count fiber or 25% of the fiber cable costs for that segment in their response.
- c. An exception to the above (b) is for the Moore Entrance Fiber which will be over-provisioned to allow for future growth.

Segment	Description	Fiber Count	Length	Total Cost
Moore to Southwest	Enter the Segment Length and Total Cost of the needed 24-count fiber cable.	24	10.54 linear km	\$ Included (See below)
Moore to Southeast	Enter the Length and Total Cost of the needed 24-count fiber cable.	24	11.75 linear km	\$ Included (See below)
Wysong to Moore	Enter the Length and Total Cost of the needed 12-count fiber cable.	12	4.59 linear km	\$ Included (See below)
Moore Entrance	Enter the Length and Total Cost for 144-count fiber cable even though only 60-count fiber cable is required.	144	0.28 Linear km	\$ Included (See below)
<b>Total</b>				<b>*\$177,809</b>

*\*Includes NUSF Fees of 7.0%. Which may fluctuate during the term of the agreement per the State of Nebraska guidelines.*

### 3. CORE SWITCHING AND ROUTING EQUIPMENT AND HARDWARE COSTS

Network equipment and hardware (non-CPE) will be part of the Leased Dark Fiber Network costs and used to determine cost-effectiveness when compared to the Leased Lit Fiber Network.

Location	Model	Quantity	Unit Cost
Moore MS	Cisco WS-C4500X-16SFP+ or Equivalent	2	\$ No bid
Moore MS	Cisco C4500X-IP-ES or Equivalent	2	\$ No bid
Moore MS	Cisco C4KX-PWR-750AC-R or Equivalent	2	\$ No bid
Moore MS	Cisco C4KX-PWR-750AC-R/2 or Equivalent	2	\$ No bid
Moore MS	Cisco CON-SNT-WSC16SFX or Equivalent	2	\$ No bid

### 4. SOFTWARE, WARRANTY, AND MAINTENANCE COSTS

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

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



- b. Maintenance costs shall include all scheduled and unscheduled maintenance of the Fiber plant.
  - i. Maintenance and repair of the Fiber, Cable, and points of access.
  - ii. Fiber Moves required by third-parties necessary to prevent failure, interruption or impairment of the Fiber of Cable (ex., road construction or widening projects).
  - iii. Patrol of the Fiber, Cable, and points of access on a regular basis.
  - iv. Maintenance of a "Call-Before-You-Dig" program and all required cable locates.
  - v. Maintenance of Signage on posts, as permitted by the underlying right-of-way owner, along the Fiber route.

**5. QUANTITY**

LPS has the option of purchasing any quantity of services or equipment in any increment proposed. There will be no minimum or maximum quantities imposed as a result of any contract.

**6. PROPOSAL COST TABULATION**

The proposal cost will be tabulated with an intent to award made based on the monthly recurring costs multiplied by the applicable length of service in months (72), not to include extensions, plus the one-time non-recurring costs.

SAMPLE— Proposal costs for NRC and MRC for 72 months.

Cost Breakout	For	NRC	MRC	MRC Total (72 months)	Total (NRC + MRC Total)
Design, Engineering and Project Management	Project	\$5,000			\$5,000
Installation (construction)	Segment from Moore to Southwest	\$60,000	\$300	\$21,600	\$81,600
	Segment from Moore to Southeast	\$50,000	\$300	\$21,600	\$71,600
	Segment from Wysong to Moore	\$10,000	\$100	\$7,200	\$17,200
Core Switching and Routing Equipment	Moore	\$28,000			\$28,000
	Wysong	\$18,000			\$18,000
Software, Warranty, and Maintenance	Moore	\$2,000	\$200	\$14,400	\$16,400
	Wysong	\$1,000	\$200	\$14,400	\$15,400
Total		\$174,000	\$1,100	\$79,200	\$253,200

## SECTION C - AWARD CRITERIA

While price is the major consideration, LPS will consider other criteria in evaluating these proposals. The point values associated with the award criteria are:

Factor	Weight	Score	Notes
Price of the eligible services	30%		
Compatibility with the existing fiber network and/or equipment, including quality of equipment	25%		
Service, support, & technical experience	15%		
Compliance with RFP specifications and submittals	15%		

Other costs, including but not limited to ineligible cost factors or additional costs not outlined in bid response	15%		
<b>Total</b>	<b>100%</b>		

## PROPOSAL QUESTIONS

- A. Proposal questions may be submitted **until 2:00 pm, November 4, 2016** by e-mailing Matt Bellamy (mbellam@lps.org), LPS Director of Purchasing. Questions will not be accepted after this date and time.
- B. It is the Proposer's responsibility to assure that all addenda have been reviewed.

## CLARIFICATION OF PROPOSALS

- A. Qualified proposals will be evaluated and acceptance made based on the best value offered to the Lincoln Public Schools.
- B. Proposals will be evaluated according to completeness, content, and award criteria.
- C. The Lincoln Public Schools may make such reasonable investigations or demonstrations as deemed proper and necessary to determine the ability of the Proposer to deliver the equipment/work/service proposed, and the Proposer shall furnish to the Lincoln Public Schools all such information and data for this purpose as may be requested.
- D. The Lincoln Public Schools reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Proposer fail to satisfy the Lincoln Public Schools that such Proposer is properly qualified to carry out the obligations of the contract and to furnish the item(s) contemplated therein.
- E. The Lincoln Public Schools reserves the right to negotiate with any Proposer. The successful Proposer may be asked to participate in negotiations and make revisions to their proposal based on these negotiations.
- F. This proposal does not commit the Lincoln Public Schools to award a contract or pay costs incurred in the preparation of this proposal.
- G. At their option, the evaluators may request oral presentations or discussion with any or all Proposer's for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, Proposers are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Proposer.
- H. The Lincoln Public Schools reserves the right to accept any offer or to reject all offers for any reason, including for non-compliance with any requirement, scope and specification stated within this RFP.
- I. Individual invoices must be issued for each purchase order received.
- J. LPS reserves the right (1) to terminate or postpone the RFP process at any time; (2) to accept or reject any or all proposals or parts of proposals; and (3) to waive irregularities and technicalities in proposals such as shall best serve the requirements and interests of LPS.
- K. NO CONTRACTUAL RIGHTS SHALL BE CREATED BETWEEN ANY PROPOSERS, INCLUDING THE SELECTED PROPOSER(S), AND LPS UNTIL A WRITTEN CONTRACT HAS BEEN APPROVED BY THE LPS BOARD OF EDUCATION, AND EXECUTED BY ALL PARTIES THERETO.

## RFP REPRESENTATIONS AND WARRANTIES

- A. Participation in this RFP by interested persons or firms shall be at no cost or obligation to LPS.
- B. By signing and submitting a proposal, the Proposer represents that it has read and understands the proposal documents, that the proposal was created and submitted without collusion with other eligible proposers, and was made without effort to preclude LPS from obtaining the best proposals on this RFP.
- C. By submitting a proposal, the Proposer and its respective owners, officers, employees, and agents agree to waive any claims it or they have or may claim to have against LPS arising out of or in connection with the administration, evaluation, or recommendation of any proposal; a waiver of any requirements under this RFP; acceptance or rejection of any proposals; and award of any contracts.

## MISCELLANEOUS

- A. The Laws of the State of Nebraska shall govern this RFP and any submitted proposals.
- B. LPS does not waive governmental immunity by this RFP and specifically retain immunity and all defenses available to it as a sovereign.

- C. Proposers shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to the regulation of the Department of Education (34 C.F.R. Part 100) issued pursuant to the title; to the end that, in accordance with Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which LPS receives federal financial assistance from the Department; and hereby gives assurance that the proposer will immediately take any measure necessary to effectuate this representation. Proposers shall comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status, and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.
- D. Proposers shall not assign any individual or agent to be present at any of the Project locations with a criminal record of a serious nature as defined by LPS policy, regulations, practices or directives.
- E. Proposers shall use the federal immigration verification system to determine the work eligibility status of new employees performing services within the State of Nebraska. The federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. This requirement applies to all subcontractors of proposers.

## REFERENCES:

List below three references within 200 miles where Proposer has provided services identical to those proposed in this RFP. The Lincoln Public Schools reserves the right to require upon its request a list of users of the services contained in the proposal, if any. The Lincoln Public Schools may contact these users to determine quality level of the offered services. Such information may be considered in the evaluation of the bid.

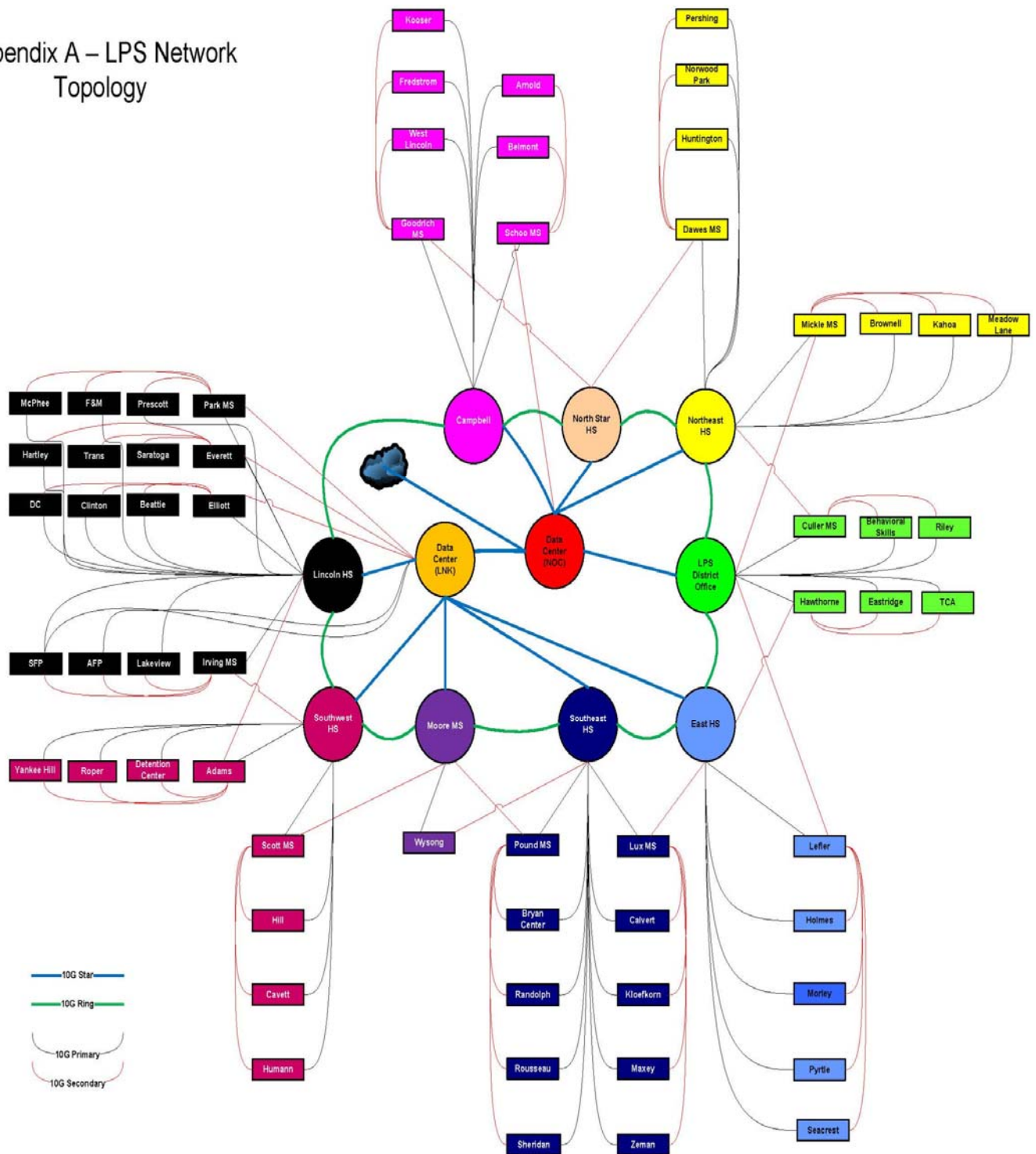
SITE	DATE OF DELIVERY	CONTACT PERSON	TELEPHONE #
Omaha Public Schools	July 1, 2015	Bobbi Gatrost	(402) 557-2021
Papillion-LaVista School District	December 31, 2013	Bill Pulte	(402) 537-6200
Council Bluffs Comm. School District	March 29, 2016	Dave Fringer	(712) 328-6446

## Procurement Statement of Non-Preference

It is the intent of The Lincoln Public Schools to procure a product in the size, quality, and parameters of the described specifications. Sometimes, for facilitation of proposal procedures only, a certain manufacturer, product, or vendor will be utilized to help streamline this process. However, the Lincoln Public Schools invites and encourages all other qualified Proposers to submit equivalent proposals. The primary purpose is to ensure that no interested party is excluded or limited from the proposal process. All proposals are evaluated equally, based on criteria described in this RFP.

## APPENDIX A – LPS Network Topology

Appendix A – LPS Network Topology



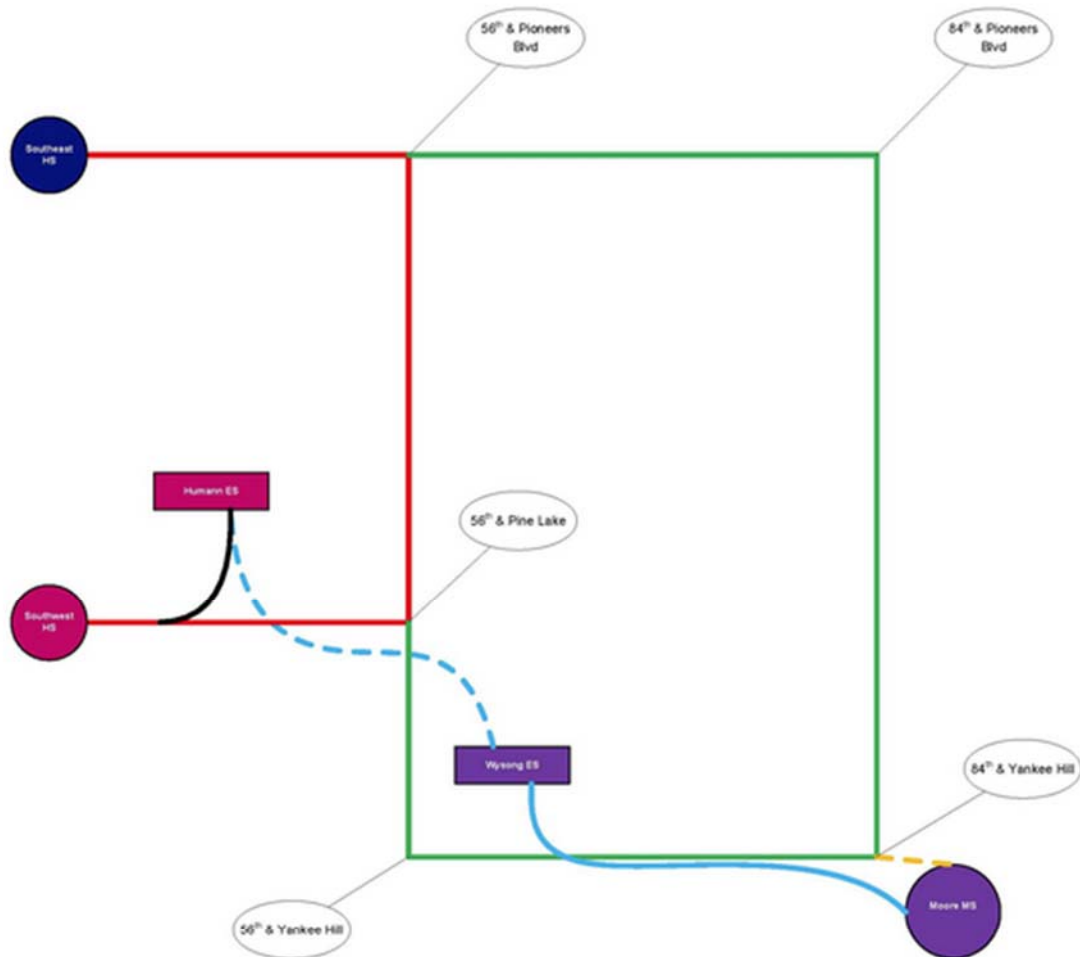
## Appendix B – LPS Sites

Building	Type	Lateral/ Ring	Address
Adams ES	K-5	Lateral	7401 Jacobs Creek Dr, 68512-9548
Arnold ES	K-5	Lateral	5000 Mike Scholl St, 68524-2305
Beattie ES	K-5	Lateral	1901 Calvert St, 68502-4817
Belmont ES	K-5	Lateral	3425 N 14th St, 68521-2126
Brownell ES	K-5	Latera	6000 Aylesworth Ave, 68505-1180
Calvert ES	K-5	Lateral	3709 S 46th St, 68506-4218
Campbell ES	K-5	Ring	2200 Dodge St, 68521-1250
Cavett ES	K-5	Lateral	7701 S 36th St, 68516-5716
Clinton ES	K-5	Lateral	1520 N 29th St, 68503-1505
Eastridge ES	K-5	Lateral	6245 L St, 68510-2354
Elliott ES	K-5	Lateral	225 S 25th St, 68510-1213
Everett ES	K-5	Lateral	1123 C St, 68502-1256
Fredstrom ES	K-5	Lateral	5700 NW 10th St, 68521-3842
Hartley ES	K-5	Lateral	730 N 33rd St, 68503-3221
Hill ES	K-5	Lateral	5230 Tipperary Trl, 68512-1459
Holmes ES	K-5	Lateral	5230 Sumner St, 68506-1362
Humann ES	K-5	Lateral	6720 Rockwood Ln, 68516-5118
Huntington ES	K-5	Lateral	2900 N 46th St, 68504-2630
Kahoa ES	K-5	Lateral	7700 Leighton Ave, 68507-2944
Kloefkorn ES	K-5	Lateral	6601 Glass Ridge Dr, 68526-9752
Kooser ES	K-5	Lateral	7301 N 13th St, 68521-4530
Lakeview ES	K-5	Lateral	300 Capitol Beach Blvd, 68528-1643
Maxey ES	K-5	Lateral	5200 S 75th St, 68516-4360
McPhee ES	K-5	Lateral	820 Goodhue Blvd, 68508-4336
Meadow Lane ES	K-5	Lateral	7200 Vine St, 68505-2134
Morley ES	K-5	Lateral	6800 Monterey Dr, 68506-2334
Norwood Park ES	K-5	Lateral	4710 N 72nd St, 68507-1522
Pershing ES	K-5	Lateral	6402 Judson St, 68507-2553
Prescott ES	K-5	Lateral	1930 S 20th St, 68502-2709
Pyrtle ES	K-5	Lateral	721 Cottonwood Dr, 68510-4308
Randolph ES	K-5	Lateral	1024 S 37th St, 68510-3508
Riley ES	K-5	Lateral	5021 Orchard St, 68504-3264
Roper ES	K-5	Lateral	2323 S Coddington Ave, 68522-1849
Rousseau ES	K-5	Lateral	3701 S 33rd St, 68506-3804
Saratoga ES	K-5	Lateral	2215 S 13th St, 68502-3605
Sheridan ES	K-5	Lateral	3100 Plymouth Ave, 68502-4129
West Lincoln ES	K-5	Lateral	630 W Dawes Ave, 68521-3958
Wysong ES	K-5	Lateral	7901 Blanchard Blvd, 68516-
Zeman ES	K-5	Lateral	4900 S 52nd St, 68516-1816
Culler MS	6-8	Lateral	5201 Vine St, 68504-3339
Dawes MS	6-8	Lateral	5130 Colfax Ave, 68504-1751

Goodrich MS	6-8	Lateral	4600 Lewis Ave, 68504-2080
Irving MS	6-8	Lateral	2745 S 22nd St, 68502-3915
Lefler MS	6-8	Lateral	1100 S 48th St, 68510-4812
Lux MS	6-8	Lateral	7800 High St, 68506-3661
Mickle MS	6-8	Lateral	2500 N 67th St, 68507-2807
Moore MS	6-8	Ring	8700 S Yankee Woods Dr, 68526-
Park MS	6-8	Lateral	855 S 8th St, 68508-3183
Pound MS	6-8	Lateral	4740 S 45th St, 68516-1713
Schoo MS	6-8	Lateral	700 Penrose Dr, 68521-8928
Scott MS	6-8	Lateral	2200 Pine Lake Rd, 68512-3600
East HS	9-12	Ring	1000 S 70th St, 68510-4217
Lincoln HS	9-12	Ring	2229 J St, 68510-2933
Northeast HS	9-12	Ring	2635 N 63rd St, 68507-2422
North Star HS	9-12	Ring	5801 N 33rd St, 68504-4665
Southeast HS	9-12	Ring	2930 S 37th St, 68506-3230
Southwest HS	9-12	Ring	7001 S 14th St, 68512-9200
Arts & Humanities Focus	Alternative	Lateral	643 S 25th St, 68510-3060
Sherill Education Center/BSP	Alternative	Lateral	330 N 56th St, 68504-3520
Nuernberger Center	Alternative	Lateral	1801 S 40th St, 68506-5205
Science Focus	Alternative	Lateral	1222 S 27th St, 68502-1832
Student Support Program	Alternative	Lateral	710 Hill St, 68502-3321
Career Academy	Alternative	Lateral	8800 O St, 68520-
Yankee Hill Program	Alternative	Lateral	865 W Burnham St, 68522-2118
LPS Custodial & Transportation	Support	Lateral	2200 Park Blvd, 68502-3325
LPS Distribution Center	Support	Lateral	505 South St, 68502-1941
LPS Facilities & Maintenance	Support	Lateral	800 S 24th St, 68510-2915
LPS Hawthorne Building	Support	Lateral	300 S 48th St, 68510-1830
LPS Data Center	Support	Ring	2377 J St, 68510-
LPS District Office	Support	Ring	5905 O St, 68510-2235
Seacrest Field	Other	Lateral	7400 A St, 68510-
CSN Nebraska Hall	Non-LPS	Ring	901 N 17th St, 68588-
Educare of Lincoln	Non-LPS	Lateral	3435 N 14th St, 68521-2126
Lancaster Youth Services Center	Non-LPS	Lateral	1200 Radcliff St, 68512-2506

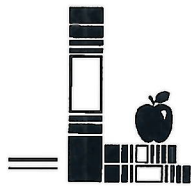


## Appendix C – Wysong and Moore Fiber Schematic



- Existing Ring (24-fibers) connecting Core Sites at LSW and LSE
- - - Existing temporary connection from Wysong to Humann (to be abandoned)
- Permanent connection from Wysong to Moore (12-fibers)
- Re-routed Ring past Wysong, Moore and connected to existing Ring (24-fibers)
- - - Permanent connection from Moore to the re-routed Ring (48-fibers – 24 west and 24 north)

Note: Actual connection points and route of the Ring are shown merely for design purposes and subject to change



## **ADDENDUM NUMBER 1 of 1**

**RFP: #8778 DUE: 11/23/2016 TIME: 10:00am**

### **DISTRICT WIDE AREA NETWORK FOR LINCOLN PUBLIC SCHOOLS LINCOLN, NEBRASKA**

**Add the following to RFP #8778:**

**Replace paragraph on Page 4, Section C - PROJECT REQUIREMENTS**

**The LPS locations require this service be available no later than July 1, 2017, however LPS cannot incur charges on these circuits until after July 1, 2017 due to E-rate. LPS is cognizant of a growing demand for bandwidth. LPS is interested in identifying the Proposer(s) who will meet the current and future telecommunications needs of LPS over the term of the contract. The Proposer(s) will provide a cost-effective, scalable, and flexible transport solution that will be able to meet the demands of LPS and it is expected the solution would meet any future needs of LPS as deemed appropriate. Proposers shall identify services that are a normal part of their offering without additional fees.**

**Page 3. Section A – Leased Lit Fiber Network**

☐ **Please identify the manufacturer and model of the switches at each of the locations listed in your request? i.e.; Cisco 3750**

**Wysong ES Core Switches are Cisco 3650, Edge Switches are Cisco 2960X**

**Moore MS Core Switches are expected to be Cisco 4500X, Edge Switches are expected to be Cisco 2960X (these are part of the 2017 E-rate RFPs and subject to change)**

**LPS Data Center Core Switch is Cisco 6500**

**Southwest HS Core Switch is Cisco 4500X**

**Southeast HS Core Switch is Cisco 4500X**

**Scott MS Core Switch is Cisco 4500X**

**Pound MS Core Switch is Cisco 4500X**



☐ Please identify the availability and capacity of the ports on each of the switches listed above? i.e.; 1 (one) 1.0 Gbps SFP port and 1 (one) 10.0 Gbps SFP port

**Both 1Gbps and 10Gbps SFP ports are available on all Cisco Switches listed above.**

Contact Matt Bellamy, Director of Purchasing via email [mbellam@lps.org](mailto:mbellam@lps.org) regarding any questions on the Addendum #1.

The receipt of the addenda is hereby acknowledged.

FIRM NAME: Unite Private Networks

BY: Martin Mueller

TITLE: Vice President Strategic Accounts

SIGNATURE: 

## **ADDENDUM**

### **STANDARD SERVICE LEVEL AGREEMENT** **(WAN Transport Services)**

This Addendum is made by and between \_\_\_\_\_ (“Customer”) and Unite Private Networks, LLC (“UPN”) to that certain WAN Services Agreement (“WAN Customer Agreement”) between the parties dated \_\_\_\_\_. The service conditions outlined in this Agreement relate to WAN Service (“Service”) delivered on the UPN Fiber Network.

1. UPN maintains a goal of 99.99% availability on all WAN transport services and strives to repair all service impacting conditions within four (4) hours of discovery.
2. Customer acknowledges the possibility of an interruption in Service that results in a partial or total disruption of Service which, subject to the exclusions and restrictions noted below, constitutes an “Outage.” If a location experiences an Outage (“Affected Service”), UPN, upon discovery of the Outage, will immediately commence work to repair the Affected Service. UPN will provide to Customer a good faith estimate of time to complete repair and provide regular updates of the status of repair.
3. Customer may be entitled to a credit based upon the amount of monthly Outage time experienced by the Affected Service. The credit amount is calculated by determining the percentage of time (calculated in minutes) that the Affected Service experiences an Outage, within a calendar month, in relation to the total calendar monthly minutes of Affective Service (“Outage Minutes %”). The amount of the credit shall be the Outage Minutes % multiplied by the pro-rated amount, determined by the number of locations that experienced an Outage, of the Customer Monthly Recurring Charge (“Customer MRC), as identified in the WAN Customer Agreement, for the Affected Service (“Outage Credit”).
4. To receive an Outage Credit, Customer must initiate a trouble ticket at the time of the Outage by contacting UPN at the Escalation Contact List noted below. The Outage shall be deemed to have commenced upon verifiable notification of outage and initiation of trouble ticket. The Outage shall end upon restoration of the Affected Service as evidenced by appropriate network tests by UPN.
5. Customer’s written request for an Outage Credit shall be submitted, within thirty (30) calendar days of the end of the calendar month in which the Outage occurs. Request shall be submitted to Unite Private Networks, 7200 NW 86<sup>th</sup> Street, Kansas City, MO 64153. Attn: Billing Dept. or by email at: legaldept@upnfiber.com. In no case shall UPN provide credit to Customer that exceeds the Customer’s MRC for the Affected Service.
6. All approved Outage Credits shall be credited on the next monthly invoice for the Affected Service following UPN approval of the Outage Credit.
7. The Outage Credits described herein shall be the sole and exclusive remedy of the Customer in the event of any Outage or other disruption of Service, and under no circumstances shall either be deemed an event of Default under this Agreement or that certain WAN Customer Agreement. UPN, or its representatives, make no warranties, express or implied, including warranties for fitness of use for a particular purpose. It is the explicit intention of the Parties hereto that no Person other than the Parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any Party hereto, and that covenants, undertakings, and agreements set forth in this Agreement shall be enforceable only by the Parties hereto or their respective successors or permitted assigns.
8. EXCEPT FOR THE WARRANTIES CONTAINED IN THIS AGREEMENT, UPN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. NEITHER PARTY, THEIR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS SHALL BE LIABLE IN ANY WAY WHATSOEVER, FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS REVENUE, LOST BUSINESS, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER, WHETHER OR NOT SUCH DAMAGES ARE

## **ADDENDUM**

### **SERVICE LEVEL AGREEMENT** **(WAN Transport Services)**

FORESEEABLE BY EITHER PARTY, OR THEIR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BY CUSTOMER UNDER THIS AGREEMENT.

10. An Outage shall not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following:

- 10.1 Interruptions on a Service for which the start of Service has not yet commenced.
- 10.2 Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to access, use or modify the Service or equipment used by Customer.
- 10.3 Interruptions due to power failure at Customer premises, or the failure or poor performance of Customer provided CPE.
- 10.4 Interruptions during any period in which UPN or its agents are not afforded access to the premises where the access lines associated with the Service are terminated, provided such access is reasonably necessary to prevent a degradation or to restore Service.
- 10.5 Interruptions during any period that UPN has communicated to Customer that the Service will be unavailable for maintenance or grooming purposes, or Customer has released the Service to UPN for the installation of a Customer service order.
- 10.6 Interruptions during any period that Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis.
- 10.7 Interruptions resulting from Force Majeure.
- 10.8 Interruptions resulting from Customer's use of Service in an unauthorized or unlawful manner.
- 10.9 Interruptions resulting from a UPN disconnect for cause.
- 10.10 Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer (including without limitation Customer's over subscription of circuits).
- 10.11 Interruptions due to improper or inaccurate network specifications provided by Customer.
- 10.12 Special configurations of the standard Service that have been mutually agreed to by UPN and Customer, provided however that UPN or a 3<sup>rd</sup> party vendor may provide a separate service level agreement to Customer for those special configurations.
- 10.13 UPN's inability to initiate Service by the Service start date.
- 10.14 Interruptions in service not caused by failure of the UPN network (ex. Interruptions caused by Customer internal LAN or equipment or caused by a third party network service provider).

11.0 Escalation Contact List:

To assist Unite Private Networks in tracking and coordinating all necessary activities for resolving issues expeditiously, the following phone numbers are the first contacts for trouble resolution. All dispatches, if deemed necessary, will be generated through these contacts.

**ADDENDUM**

**SERVICE LEVEL AGREEMENT**  
**(WAN Transport Services)**

**Reporting service issues to UPN**

**1-866-963-4237 or 816-903-3927**  
**Twenty-four hours a day/seven days a week**

The escalation process provides the next step for obtaining information and resolutions in the event that Customer is unable to receive a satisfactory resolution by contact through the phone numbers listed above.

**Service Escalation Contact List**

<u>Level</u>	<u>Name</u>	<u>Email</u>	<u>Cell Phone Number</u>
1 <sup>st</sup>	Jerome Simoneau Sr. Engineer, Network Operations	<a href="mailto:jerome.simoneau@upnllc.com">jerome.simoneau@upnllc.com</a>	816-365-9435
2 <sup>nd</sup>	Beth Kimmel Director, Network Operations	<a href="mailto:beth.kimmel@upnllc.com">beth.kimmel@upnllc.com</a>	402-326-9980
3 <sup>rd</sup>	Chad Senglaub Chief Operations & Technology Officer	<a href="mailto:chad.senglaub@upnllc.com">chad.senglaub@upnllc.com</a>	816-500-9935

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

**Unite Private Networks, LLC**

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

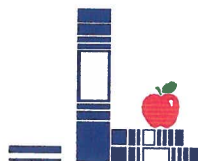
Section A - Leased Lit Fiber Network		NebraskaLink				Time Warner				Unite Private Networks			
Circuit	Bandwidth	NRC	MRC	MRC Total (72 months)	Total	NRC	MRC	MRC Total (72 months)	Total	NRC	MRC	MRC Total (72 months)	Total
Moore MS to LPS Data Center	10Gbps	50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Moore MS to Southwest HS	10Gbps	50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Moore MS to Southeast HS	10Gbps	50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Moore MS to Scott MS	10Gbps	50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Moore MS to Pound MS	10Gbps	50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Wysong ES to Moore MS	10Gbps	50,000.00	3,300.00	237,600.00	287,600.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Wysong ES to Southeast HS	10Gbps	50,000.00	1,950.00	140,400.00	190,400.00	500.00	2,350.00	169,200.00	169,700.00			0.00	0.00
Total		350,000.00	15,000.00	1,080,000.00	1,430,000.00	3,500.00	16,450.00	1,184,400.00	1,187,900.00	0.00	0.00	0.00	177,809.00

Section B - Leased Dark Fiber Network		NebraskaLink				Time Warner				Unite Private Networks			
Cost Breakout	For	NRC	MRC	MRC Total (72 months)	Total (NRC + MRC Total)	NRC	MRC	MRC Total	Total (NRC + MRC Total)	NRC	MRC	MRC Total	Total (NRC + MRC Total)
Design, Engineering and Project Management	Project			0.00	0.00							0.00	0.00
Installation (construction)	Segment from Moore to Southwest	50,000.00	6,000.00	432,000.00	482,000.00							0.00	0.00
	Segment from Moore to Southeast	50,000.00	6,000.00	432,000.00	482,000.00							0.00	0.00
	Segment from Wysong to Moore	50,000.00	6,000.00	432,000.00	482,000.00							0.00	0.00
Core Switching and Routing Equipment	Moore	10,554.80		0.00	10,554.80							0.00	0.00
	Wysong	10,554.80		0.00	10,554.80							0.00	0.00
Software, Warranty, and Maintenance	Moore	6,609.60		0.00	6,609.60							0.00	0.00
	Wysong	6,609.60		0.00	6,609.60							0.00	0.00
Total		184,328.80	18,000.00	1,296,000.00	1,480,328.80					0.00	0.00	0.00	177,809.00

Cost Allocation of Fiber		NebraskaLink			Time Warner			Unite Private Networks		
Segment	Description	Fiber Count	Length	Total Cost	Fiber Count	Length	Total Cost	Fiber Count	Length	Total Cost
Moore to Southwest	Enter the Segment Length and Total Cost of the needed 24-count fiber cable.	24.00	10.5 miles	\$				24.00	10.54 km	\$
Moore to Southeast	Enter the Length and Total Cost of the needed 24-count fiber cable.	24.00	15.0 miles	\$				24.00	11.75 km	\$
Wysong to Moore	Enter the Length and Total Cost of the needed 12-count fiber cable.	12.00	8.5 miles	\$				12.00	4.59 km	\$
Moore Entrance	Enter the Length and Total Cost for 144-count fiber cable even though only 60-count fiber cable is required.	144.00	.5 miles	\$				144.00	.28 km	\$

Core Switching and Routing Equipment and Maintenance		NebraskaLink				Time Warner				Unite Private Networks			
Location	Model	Quantity		Unit Cost	Total Cost	Quantity		Unit Cost	Total Cost	Quantity		Unit Cost	Total Cost
Moore MS	Cisco WS-C4500X-16SFP+ or Equivalent	2.00		15,952.80	31,905.60								
Moore MS	Cisco C4500X-IP-ES or Equivalent	2.00		3,348.00	6,696.00								
Moore MS	Cisco C4KX-PWR-750AC-R or Equivalent	2.00		0.00	3,600.00								
Moore MS	Cisco C4KX-PWR-750AC-R/2 or Equivalent	2.00		1,800.00	3,600.00								
Moore MS	Cisco CON-SNT-WSC16SFX or Equivalent	2.00		13,219.20	26,438.40								
					72,240.00								

Section C - Award Criteria (Dark Fiber)		NebraskaLink		Time Warner		Unite Private Networks	
Factor	Weight	Score	Notes	Score	Notes	Score	Notes
Price of the eligible services	30%	0	More than 7 times Unite's cost	0	No Dark Fiber solution, Lit only.	30	Unite is the lowest cost.
Compatibility with the existing fiber network and/or equipment, including quality of equipment	25%	25	Conceded this score since cost was so high.	0	No Dark Fiber solution, Lit only.	25	Quality and compatibility will match the existing network.
Service, support, & technical experience	15%	15	Conceded this score since cost was so high.	0	No Dark Fiber solution, Lit only.	15	No reason to expect service and support to be anything but exemplary.
Compliance with RFP specifications and submittals	15%	10	Equipment listed in costs were inconsistent.	0	No Dark Fiber solution, Lit only.	10	Did not quote switch equipment.
Other costs, including but not limited to ineligible cost factors or additional costs not outlined in bid response	15%	10	May have difficulty cost allocating fibers.	0	No Dark Fiber solution, Lit only.	10	May have difficulty cost allocating fibers. More information needed.
Total	100%	60		0		90	



## Lincoln Public Schools

Office of Business Affairs • P.O. Box 82889 • Lincoln, NE 68501 • (402) 436-1636 • Fax (402) 458-3285

January 5, 2018

Submitted via EPC

Letter of Appeal

Universal Service Administrative Company

Schools and Libraries Division – Correspondence Unit

To Whom It May Concern:

Entity & Billed Entity No.	Lincoln Public Schools (BEN 138458)
Contact Person	Kim Schmidt
Contact Information	
Mailing Address	5905 O Street, P.O. Box 82889, Lincoln, NE 68510
Phone Number	402-436-1614
Email	kschmidt@lps.org
Service Provider	Sirius Computer Solutions, Inc. (SPIN 143004544)
Funding Year	2017
Application Type & No.	Form 471 Application # 171006482
Funding Request No.	1799011404 1799011434
Appeal Reason	Lowest cost solution not selected

Appeal Summary

The Lincoln Public Schools (the “District”) received the Universal Service Administrative Company, Schools and Libraries Division’s (“USAC”) denial of the funding request referenced above. USAC denied the FRNs, along with associated FRN 1799011360, for the follow reasons:

- 1799011404: “This FRN is associated with FCC Form 471 #171005337, FRN 1799011360. FRN 1799011360 is denied because FCC Rules require applicants to evaluate the cost effectiveness of all bids received and to choose the most cost effective solution. Documentation provided failed to demonstrate that the selected solution, Dark Fiber with Unite Private Networks, LLC, is the most cost effective option in comparison to Lit Fiber with Unite Private Networks, LLC based on the vendor responses to the FCC Form 470 associated with this FRN. The total cost of the leased dark fiber solution over 3 years is \$208,615.40. This includes the non-recurring special construction charge of \$177,809.00, the non-recurring network equipment charge of \$26,400.00, and the non-recurring maintenance charge of \$1,468.80. The total cost of the leased lit fiber solution over 3 years is \$177,809.00. This FRN requests Network Equipment services for dark fiber associated with the denied FRN. Therefore, this FRN is also denied.”

**EXHIBIT  
K**

- 1799011434: “This FRN is associated with FCC Form 471 #171005337, FRN 1799011360. FRN 1799011360 is denied because FCC Rules require applicants to evaluate the cost effectiveness of all bids received and to choose the most cost effective solution. Documentation provided failed to demonstrate that the selected solution, Dark Fiber with Unite Private Networks, LLC, is the most cost effective option in comparison to Lit Fiber with Unite Private Networks, LLC based on the vendor responses to the FCC Form 470 associated with this FRN. The total cost of the leased dark fiber solution over 3 years is \$208,615.40. This includes the non-recurring special construction charge of \$177,809.00, the non-recurring network equipment charge of \$26,400.00, and the non-recurring maintenance charge of \$1,468.80. The total cost of the leased lit fiber solution over 3 years is \$177,809.00. This FRN requests Maintenance and Operation services for dark fiber associated with the denied FRN. Therefore, this FRN is also denied.”
- 1799011360: “FCC Rules require applicants to evaluate the cost effectiveness... This FRN is denied as the applicant did not select the most cost effective solution.”  
*(NOTE—This FRN is being separately appealed)*

The District believes that USAC’s denial of these funding requests was in error. FRNs 1799011404 and 1799011434 were denied solely because FRN 1799011360 was denied. The District is appealing FRN 1799011360 by separate Letter of Appeal.

FCC Rules require applicants to evaluate the cost effectiveness of all proposals received and to choose the most cost effective solution. Contrary to the Funding Commitment Decision Letter, documentation provided to USAC by the District did demonstrate that the selected solution for FRN 1799011360, a leased dark fiber solution by service provider Unite Private Networks, LLC, was the most cost effective option.

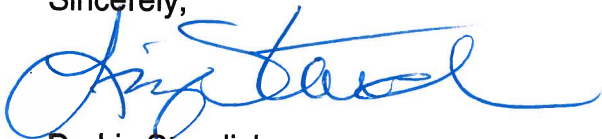
The District has an existing dark fiber network for which this Network Equipment is vital. Whether or not a separate Form 471 (FRN 1799011360) was denied does not negate the fact that the District needs this equipment. Form 471 171006482 should stand alone and not be conditioned against an independent Form 471 and its FRNs. These FRNs should be judged on how the equipment was bid and evaluated separately from any other denied FRN for the District.

E-rate support is available for leased lit fiber, leased dark fiber, and self-provisioned broadband networks as described in the Second E-rate Modernization Order (FCC 14-189). Eligible costs include monthly charges, special construction, installation and activation charges, modulating electronics and other equipment necessary to make a Category One broadband service functional (“Network Equipment”), and maintenance and operation charges. **Network Equipment and maintenance and operation costs for existing networks are eligible. All equipment and services, including maintenance and operation, must be competitively bid.**

Therefore, the District requests that USAC review this information and reconsider its denial of the District's funding requests. The District believes that it has complied with all regulations and requirements to be eligible to receive E-rate funding for these purchases.

Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Liz Standish", with a large, stylized initial "L".

Dr. Liz Standish  
Associate Superintendent  
for Business Affairs



# **Revised Funding Commitment Decision Letter**

## **Funding Year 2017**

**Contact Information:**

Liz Standish  
LINCOLN PUBLIC SCHOOL DISTRICT  
5905 O ST  
LINCOLN, NE 68510  
[lstandis@lps.org](mailto:lstandis@lps.org)

**BEN:** 138458**Post Commitment Wave:** 17

## **Totals**

Original Commitment Amount	\$0.00
<b>Revised Commitment Amount</b>	<b>\$0.00</b>

## **What is in this letter?**

**Thank you for submitting your post-commitment request for Funding Year 2017 Schools and Libraries Program (E-rate) funding.** Attached to this letter, you will find the revised funding statuses and/or post commitment changes to the original Funding Commitment Decision Letter (FCDL) you received. Below are the changes that were made:

- Appeals

The Universal Service Administrative Company (USAC) is providing this information to both the applicant(s) and the service provider(s) so that all parties are aware of the post-commitment changes related to their funding requests and can work together to complete the funding process for these requests.

## **Next Steps**

1. **File the FCC Form 486**, Service Confirmation and Children's Internet Protection Act (CIPA) Certification Form, for any FRNs included in this RFCDL, if you have not already done so. Please review the CIPA requirements and file the form(s).

<b>EXHIBIT</b> <b>L</b>
----------------------------



**BEN Name:** LINCOLN PUBLIC SCHOOL DISTRICT

**BEN:** 138458

**Post Commitment Wave:** 17

- o **If USAC approved funding on an FRN in your original FCDL**, the deadline to submit the FCC Form 486 is 120 days from the date of the original FCDL or from the service start date (whichever is later).
  - o **If a new FRN was created for this RFCDL or funding was not approved on an FRN in your original FCDL but is approved in this RFCDL**, the deadline to submit the FCC Form 486 is 120 days from the date of this RFCDL or from the service start date (whichever is later).
2. **Invoice USAC**, if you or your service provider have not already done so. Work with your service provider(s) to determine if your bills will be discounted or if you will request reimbursement from USAC after paying your bills in full.
- **If you (the applicant) are invoicing USAC:** You must pay your service provider(s) the full cost for the services you receive and file the [FCC Form 472](#), the Billed Entity Applicant Reimbursement (BEAR) Form, to invoice USAC for reimbursement of the discounted amount.
  - **If your service provider(s) is invoicing USAC:** The service provider(s) must provide services, bill the applicant for the non-discounted share, and file the [FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice USAC for reimbursement for the discounted portion of costs. Every funding year, service providers must file an [FCC Form 473](#), the Service Provider Annual Certification Form, to be able to submit invoices and to receive disbursements.
  - **To receive an invoice deadline extension, the applicant or service provider** must request an extension on or before the last date to invoice. **If you anticipate, for any reason, that invoices cannot be filed on time**, USAC will grant a one-time, 120-day invoice deadline extension if timely requested.

## How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 60 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request.

**Note:** The Federal Communications Commission (FCC) will not accept appeals of USAC decisions that have not first been appealed to USAC. However, if you are seeking a waiver of E-rate program rules, you must submit your request to the FCC and not to USAC. USAC is not able to waive the E-rate program rules.

- **To submit your appeal to USAC**, visit the Appeals section in the [E-rate Productivity Center \(EPC\)](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit USAC's [website](#) for additional information on submitting an appeal to USAC, including step-by-step instructions.
- **To request a waiver of the FCC's rules or appeal USAC's appeal decision**, please submit it to the FCC in proceeding number CC Docket No. 02-6 using the [Electronic Comment Filing System](#) (ECFS). Include your contact information, a statement that your filing is a waiver request,



**BEN Name:** LINCOLN PUBLIC SCHOOL DISTRICT

**BEN:** 138458

**Post Commitment Wave:** 17

identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For appeals to USAC or to the FCC, be sure to keep a copy of your entire appeal, including any correspondence and documentation, and provide a copy to the affected service provider(s).

## Obligation to Pay Non-Discount Portion

Applicants are required to pay the non-discount portion of the cost of the eligible products and/or services to their service providers. Service providers are required to bill applicants for the non-discount portion of costs for the eligible products and/or services. The FCC stated that requiring applicants to pay the non-discounted share of costs ensures efficiency and accountability in the program. If using the BEAR invoicing method, the applicant must pay the service provider in full (the non-discount plus discount portion) **before** seeking reimbursement from USAC. If using the SPI invoicing method, the service provider must first bill the applicant **before** invoicing USAC.

## Notice on Rules and Funds Availability

The applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program and the FCC's rules. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.



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## Revised Funding Commitment Decision Overview

### Funding Year 2017

Funding Request Number (FRN)	Service Provider Name	Request Type	Revised Committed	Review Status
1799011360	Unite Private Networks, LLC	Appeals	\$0.00	Denied



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<b>Post Commitment Request Number:</b> 87632	<b>Post Commitment Request Type:</b> Appeals	<b>Post Commitment Decision:</b> Denied
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<b>FRN:</b> 1799011360	<b>Service Type:</b> Data Transmission and/or Internet Access	<b>Original Status:</b> Denied	<b>Revised Status:</b> Denied
<b>FCC Form 471: 171005337</b>			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$151,531.52
Total Pre-Discount Charges		\$151,531.52	
Discount Rate		60.00%	
Revised Committed Amount		\$0.00	

Dates	
Service Start Date	7/1/2017
Contract Expiration Date	6/30/2018
Contract Award Date	2/13/2017
Service Delivery Deadline	6/30/2018
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	Unite Private Networks, LLC
SPIN (498ID)	143029868
Contract Number	
Account Number	
Establishing FCC Form 470	170048745

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

<b>Revised Funding Commitment Decision Comments:</b>
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<b>Post Commitment Rationale:</b>
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USAC denied your funding request because you did not demonstrate that the cost of network equipment and maintenance for dark fiber solution is more cost effective than the other alternative solution you requested during the competitive bidding process, specifically the cost of network equipment and maintenance of lit fiber of products or services posted as alternative solution on Form 470/RFP based on total cost. As a result, you did not demonstrate that services requested in FRN 1799011360 were the most cost effective solution as required by competitive bidding rules for this service type. Your appeal did not show that USAC's determination was incorrect. Consequently, your appeal is denied.]To the extent an applicant seeks construction of a network that the applicant will own, the applicant



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must also solicit bids for both the services provided over third-party networks and construction of applicant-owned network facilities, in the same request for proposals. Similarly, to the extent an applicant seeks bids for special construction associated with dark fiber or bids to lease and light dark fiber, the applicant must also solicit bids to provide the needed services over lit fiber. Additionally, to the extent an applicant seeks bids for equipment and maintenance costs associated with lighting dark fiber, the applicant must include these elements in the same FCC Form 470 as the dark fiber. See C.F.R. secs. 54.503 (c) (iv)-(vi). Furthermore, applicants seeking self-construction option must ensure it will be available only when it is necessary to enable access to fiber at cost-effective rates. Self-construction is allowable only where self-construction is demonstrated to be the most cost-effective option after competitive bidding. Applicants pursuing self-construction must solicit bids for both service and construction in the same FCC Form 470 and must provide sufficient detail so that cost-effectiveness can be evaluated based on the total cost of ownership over the useful life of the facility for applicants who pursue the self-construction option. See Modernizing the E-rate Program for Schools and Libraries, Second Report and Order and Order on Reconsideration, WC Docket No. 13-184, FCC 14-189 para. 48.

# **Revised Funding Commitment Decision Letter**

## **Funding Year 2017**

**Contact Information:**

Liz Standish  
LINCOLN PUBLIC SCHOOL DISTRICT  
5905 O ST  
LINCOLN, NE 68510  
[lstandis@lps.org](mailto:lstandis@lps.org)

**BEN:** 138458**Post Commitment Wave:** 17

## **Totals**

Original Commitment Amount	\$0.00
<b>Revised Commitment Amount</b>	<b>\$0.00</b>

## **What is in this letter?**

**Thank you for submitting your post-commitment request for Funding Year 2017 Schools and Libraries Program (E-rate) funding.** Attached to this letter, you will find the revised funding statuses and/or post commitment changes to the original Funding Commitment Decision Letter (FCDL) you received. Below are the changes that were made:

- Appeals
- Appeals

The Universal Service Administrative Company (USAC) is providing this information to both the applicant(s) and the service provider(s) so that all parties are aware of the post-commitment changes related to their funding requests and can work together to complete the funding process for these requests.

## **Next Steps**

1. **File the FCC Form 486**, Service Confirmation and Children's Internet Protection Act (CIPA) Certification Form, for any FRNs included in this RFCDL, if you have not already done so. Please review the CIPA requirements and file the form(s).

<b>EXHIBIT M</b>
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- o **If USAC approved funding on an FRN in your original FCDL**, the deadline to submit the FCC Form 486 is 120 days from the date of the original FCDL or from the service start date (whichever is later).
  - o **If a new FRN was created for this RFCDL or funding was not approved on an FRN in your original FCDL but is approved in this RFCDL**, the deadline to submit the FCC Form 486 is 120 days from the date of this RFCDL or from the service start date (whichever is later).
2. **Invoice USAC**, if you or your service provider have not already done so. Work with your service provider(s) to determine if your bills will be discounted or if you will request reimbursement from USAC after paying your bills in full.
- **If you (the applicant) are invoicing USAC:** You must pay your service provider(s) the full cost for the services you receive and file the [FCC Form 472](#), the Billed Entity Applicant Reimbursement (BEAR) Form, to invoice USAC for reimbursement of the discounted amount.
  - **If your service provider(s) is invoicing USAC:** The service provider(s) must provide services, bill the applicant for the non-discounted share, and file the [FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice USAC for reimbursement for the discounted portion of costs. Every funding year, service providers must file an [FCC Form 473](#), the Service Provider Annual Certification Form, to be able to submit invoices and to receive disbursements.
  - **To receive an invoice deadline extension, the applicant or service provider** must request an extension on or before the last date to invoice. **If you anticipate, for any reason, that invoices cannot be filed on time**, USAC will grant a one-time, 120-day invoice deadline extension if timely requested.

## How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 60 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request.

**Note:** The Federal Communications Commission (FCC) will not accept appeals of USAC decisions that have not first been appealed to USAC. However, if you are seeking a waiver of E-rate program rules, you must submit your request to the FCC and not to USAC. USAC is not able to waive the E-rate program rules.

- **To submit your appeal to USAC**, visit the Appeals section in the [E-rate Productivity Center \(EPC\)](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit USAC's [website](#) for additional information on submitting an appeal to USAC, including step-by-step instructions.
- **To request a waiver of the FCC's rules or appeal USAC's appeal decision**, please submit it to the FCC in proceeding number CC Docket No. 02-6 using the [Electronic Comment Filing System](#) (ECFS). Include your contact information, a statement that your filing is a waiver request,





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identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

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**Post Commitment Wave:** 17

## Revised Funding Commitment Decision Overview

### Funding Year 2017

Funding Request Number (FRN)	Service Provider Name	Request Type	Revised Committed	Review Status
1799011404	Sirius Computer Solutions, Inc.	Appeals	\$0.00	Denied
1799011434	Sirius Computer Solutions, Inc.	Appeals	\$0.00	Denied



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**BEN:** 138458

**Post Commitment Wave:** 17

<b>Post Commitment Request Number:</b> 87628	<b>Post Commitment Request Type:</b> Appeals	<b>Post Commitment Decision:</b> Denied
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<b>FRN:</b> 1799011404	<b>Service Type:</b> Data Transmission and/or Internet Access	<b>Original Status:</b> Denied	<b>Revised Status:</b> Denied
<b>FCC Form 471: 171006482</b>			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$26,400.00
Total Pre-Discount Charges		\$26,400.00	
Discount Rate		60.00%	
Revised Committed Amount		\$0.00	

Dates	
Service Start Date	7/1/2017
Contract Expiration Date	6/30/2018
Contract Award Date	12/21/2016
Service Delivery Deadline	9/30/2018
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	Sirius Computer Solutions, Inc.
SPIN (498ID)	143004544
Contract Number	
Account Number	
Establishing FCC Form 470	170048756

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

<b>Revised Funding Commitment Decision Comments:</b>
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<b>Post Commitment Rationale:</b>
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During the appeal review you did not provide any new supporting documentation to support the existence of a dark fiber network to neither reverse the decision nor demonstrate that USAC's determination was incorrect. Consequently, your appeal is denied.



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<b>Post Commitment Request Number:</b> 87628	<b>Post Commitment Request Type:</b> Appeals	<b>Post Commitment Decision:</b> Denied
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<b>FRN:</b> 1799011434	<b>Service Type:</b> Data Transmission and/or Internet Access	<b>Original Status:</b> Denied	<b>Revised Status:</b> Denied
<b>FCC Form 471: 171006482</b>			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$1,468.80
Total Pre-Discount Charges		\$1,468.80	
Discount Rate		60.00%	
Revised Committed Amount		\$0.00	

Dates	
Service Start Date	7/1/2017
Contract Expiration Date	6/30/2018
Contract Award Date	12/21/2016
Service Delivery Deadline	9/30/2018
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	Sirius Computer Solutions, Inc.
SPIN (498ID)	143004544
Contract Number	
Account Number	
Establishing FCC Form 470	170048756

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

<b>Revised Funding Commitment Decision Comments:</b>
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<b>Post Commitment Rationale:</b>
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During the appeal review you did not provide any new supporting documentation to support the existence of a dark fiber network to neither reverse the decision nor demonstrate that USAC's determination was incorrect. Consequently, your appeal is denied.