

**BROADBAND MAPPING BUDGET NARRATIVE**

The NPSC has apportioned its proposed budget of grant funds into the following categories: NPSC personnel and fringe benefits, travel, hardware/software, supplies, contractor services, state auditor review, and enforcement. The proposed budget totals \$3.8 million for the broadband mapping project and an additional \$6.8 million will serve as the NPSC's in-kind contribution.

**Proposed Broadband Mapping Budget**

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Personnel	76,051	30,901	31,519	32,150	32,793	203,414
Fringes	21,020	9,392	9,492	9,593	9,696	59,193
Travel	2,500	2,500	1,000	1,000	750	7,750
Equipment	20,000	7,500	37,500	7,500	7,500	80,000
Supplies	600	600	600	600	600	3,000
Contractual	1,926,000	931,000	126,000	126,000	126,000	3,235,000
Construction	0	0	0	0	0	0
Other	201,450	1,450	1,450	1,450	1,450	207,250
<b>Total Direct</b>	<hr/>					
Charges	2,247,621	983,343	207,561	178,293	178,789	3,795,607
Indirect Charges	0	0	0	0	0	0
<b>Total</b>	<hr/>					
	2,247,621	983,343	207,561	178,293	178,789	3,795,607

- i. Personnel- This estimate includes agency employees devoted to the Broadband Mapping Project will include the Agency Director, the Communications Department Director, General Counsel, a Telecommunications Specialist, 2 Accountants, an economist, and the Business Manager. For Year 1 of the project (estimates for 10/1/09 – 9/30/10), the total allocation of these employees

represents .99 FTE. In Year 2, the total allocation represents .45 FTE. These same allocations are used for Years 3, 4, and 5.

Salaries used in these estimates are the salaries which will be in effect as of October 1, 2009. Effective on July 1 of each of the future years, a cost-of-living increase of 2% has been used in the estimates.

Responsibilities for these employees related to the broadband project are as follows:

*Agency Director* –He will provide coordination for the overall activities of the project with NAIA, the Governor's Office, the Nebraska Legislature, Department of Economic Development, the Nebraska Information Technology Council, the University of Nebraska, and the Commission. The Director will serve as the liaison with the successful bidder to carry out the requirements of the NOFA, and oversee the coordination between the staff and the consultant.

*Communications Department Director*– The Communications Director will assist the Agency Director as well as work directly with the contractor and other staff members in all aspects of the broadband mapping project. The Communications Director has managed the NPSC's efforts in gathering data to develop the two broadband surveys which have been issued by the NPSC.

*General Counsel* – This employee has been involved in the grant application process, the Request for Proposal, and has provided expertise in the protection of proprietary information before the Commission. Her responsibilities will include assisting the successful bidder in the legal issues surrounding the data collection and protection of this information, and the compliance aspects of the project.

*Telecommunications Specialist* – This employee has been responsible for the data collection efforts and publication and analysis of the results of the two broadband studies for the NPSC. His efforts and his contacts in the various companies in the State, we believe, we be invaluable to the collection of data by the successful bidder.

*Accountant* – This position has been involved in the application process, and the budget, and will be responsible for accounting and reporting activities on this project.

*Accountant* – This position has also been involved in the application process, and will assist in the quarterly reporting process as well as coordinating with the State Auditor’s Office for the program. He will be responsible for the revenues received in the fund.

*Economist* - This position has participated in the designing and development of the GIS database necessary for enhanced 911 in the State of Nebraska.

*Business Manager* – This position will be responsible for the payroll allocation for the project as well as any payments made to vendors related to this project.

- ii. Fringe Benefits- Included in the estimate for fringe benefits are FICA at 7.65%, retirement at 7.5%, worker’s compensation a .9713%, and the State contribution for health insurance.
- iii. Travel- A minimal provision has been included in the estimate for the necessary travel to meet with the consultants who will be gathering the data and providing the broadband mapping services. This could include consultants meeting at the Commission offices as well as staff travel to the offices of the vendor.
- iy. Hardware and Software- The NPSC knows there will be costs for hardware and software in this mapping project. However, the NPSC does not know at this time what components will be required or used by the contractor. Accordingly, the NPSC does not have a listing of these costs at the time of the application. We will have a better understanding of the hardware and software specifications and the associated costs after the bids on the RFP come in around September 14, 2009. If permissible, the NPSC can update this budgetary item at that time.
- v. Supplies- The estimate for supplies will represent any supplies directly attributable to the broadband mapping project.
- vi. Contractual- This estimate includes third party contractors and the Nebraska Auditor of Public Accounts.

Third Party Broadband Mapping Service- This estimate includes the billable services provided by the successful bidder of the RFP process. The Commission is issuing the RFP on August 12, 2009 with bids on the proposal due on September 14, 2009. Our estimate is that after a thirty (30) day evaluation, the most responsive bidder will be selected, and a contract for services will

be signed. At that time, we will be able to update this estimate with the actual cost for the project.

Third Party Data Verifier – Based on our understanding that the party collecting the data cannot also perform the verification, we have included a line item in the budget for those responsibilities being carried out by another party. This verification will either be performed by the staff or through a contract, but will be independent of the mapping portion of the project .

State Auditor– we have estimated the amount needed to include this program in the state-wide single audit done by the Auditor of Accounts for the State of Nebraska.

vii. Other- Attorney General Compliance Costs- this estimate represents costs devoted to ensuring the compliance of carriers in the collection of data for the broadband mapping project. Since the NPSC contracts with its state attorney general for work performed, we thought it appropriate to include compliance costs into the budget in anticipation that enforcement may be necessary. Based on the NPSC's past experience with broadband data collection, we know that there are a couple of carriers which have refused to comply with its requirements because of the fear that this may give way to state regulation of their services. While this fear is misplaced, the NPSC believes that the same carriers may be resistant to working with the NPSC's contractor. Accordingly, if necessary, the NPSC will work with the Attorney General's Office for any enforcement needs.

viii. Indirect Costs- The NPSC does not currently participate in any federal grant programs, nor has it done so in the past. Given the limited time for the grant application and the fact that we do not currently have an indirect cost factor approved by the Department of Commerce, we have submitted no estimate for the indirect costs in this application. Because the broadband planning portion of this application will be performed in conjunction with the Nebraska Information Technology Commission, (NITC), the University of Nebraska, and the Department of Economic Development, the direct and indirect costs of that portion of the project will be explained in Section 5, below.

### In-kind Contributions

The NPSC's application and its ability to receive an award are dependent upon NTIA's acceptance of its in-kind contribution or NTIA's ability to work with the NPSC in matching grant funds with in-kind resources. The NPSC does not have the ability to match any federal fund award monies with cash contribution or appropriations from the State of Nebraska.

### GIS

A significant part of the proposed in-kind contribution comes from the NPSC's GIS mapping data.

In 2001, the Nebraska Legislature passed the Enhanced Wireless 911 Services Act ("911 Act") assigning the NPSC the duty to administer the Wireless Enhanced 911 Fund ("Wireless E911 Fund") and carry out the intent and purposes of the 911 Act. *See* Neb. Rev. Stat. § 86-442 et seq. (Reissue 2008). Pursuant to its duties as defined by the 911 Act, the NPSC determined the safety of Nebraska's residents required a coordinated and expeditious implementation of enhanced wireless 911. Furthermore, the implementation of enhanced wireless 911 required robust Geographical Information System ("GIS") databases to facilitate the dispatch of emergency services to a precise location, plotted via latitude and longitude. As such, the NPSC began the arduous task of designing the framework required to initiate, develop, and maintain the invaluable GIS data vital and necessary for the provision of enhanced wireless 911.

On May 21, 2004, the NPSC released its Request for Proposal 911-II-04 ("RFP") soliciting responses from qualified vendors regarding proposed solutions to provide GIS data development necessary for the implementation of enhanced wireless 911 within Nebraska. The RFP called for the creation of GIS data in a standard projection or coordinate system, modified to reflect the addressing systems of both rural and city addressing systems, including; street centerline, depicting all public roadways; railways; political boundaries, including city, township, and county; areas of interest, including parks, cemeteries, hazardous facilities, power plants and substations; water features; fire districts; ambulance districts; law enforcement districts; and emergency service boundaries; as well as provisions for the maintenance of said data.

To date, all of 93 Nebraska counties have requested and been approved funding support from the Wireless E911 Fund for the development and maintenance of GIS data. The Wireless E911 Fund has paid approximately \$2.1 million for GIS data development and approximately \$1.3 million over the initial four-year period for GIS data maintenance, with an additional \$3.3 million anticipated future payments for GIS data maintenance for years 2010 through 2013. *See In the Matter of the Nebraska Public Service Commission, on its own motion, to implement provisions of LB 1222 [2006] and to establish a permanent funding mechanism for wireless enhanced 911 service, Application No. 911-019/PI-118, Order Seeking Comment and Establishing Procedural Schedule, (July 7, 2009).*

In addition, on April 4, 2006, in Application No. 911-011/PI-79, the NPSC entered an order granting funding be provided from the Wireless E911 Fund for the creation of an on-line statewide GIS Data Repository ("Repository") to facilitate the exchange of data, essential to the provision of enhanced wireless 911 service, and ensure current, accurate, and up-to-date data is available to all interested parties. *See In the Matter of the Commission, on its own motion, to establish Phase II enhanced wireless 911 service implementation*, Application No. 911-011/PI-79, Order Granting Funding for GIS Repository, (April 4, 2006). A vendor was selected to design, develop, and implement the collection, verification, and distribution of statewide GIS data.

The Wireless E911 Fund has provided funding support for the development of the Repository in the amount of \$77,000; has paid for one year of maintenance of the Repository in the amount of \$18,000, with an additional \$18,000 anticipated for maintenance in the subsequent year, totaling nearly \$113,000.

The NPSC believes the in-kind value of its GIS development and maintenance is as follows: The NPSC has spent approximately \$2.1 million for GIS data development, approximately \$1.3 million over the initial four-year period for GIS data maintenance, and \$95,000.00 on the Repository to date; additionally, approximately \$3.3 million for GIS data maintenance for years 2010 through 2013, and \$18,000 for Repository maintenance in the subsequent year.

#### *NPSC Pre-Award Personnel Costs*

The NPSC also proposes in-kind contribution matching for pre-award administration costs. These costs are derived mainly from personnel costs. The Commission staff has been attending meetings and webinars related to the Broadband Data and Development Grant Program since the Notice of Funds Availability was released. Five of our staff have attended webinars sponsored by the NTIA, Department of Commerce, and the Governor's office, and have attended internal meetings in preparation for the grant application for the state of Nebraska. We have been coordinating with other State agencies who will be contributing in this effort, and we feel this time should be considered as an in-kind contribution for this grant.

Our staff has accumulated detailed records reflecting these activities, and they are directly attributable to the goal of applying for broadband mapping grants to benefit this State. The cost of the personnel allocated to this grant represents \$13,995.00 and the fringe benefits relating to these salaries consists of \$3,628.00, for a total of approximately \$17,600.00. Our records for this activity are open to your review, and we feel that they should be included in the "pre-award" activities as a part of the in-kind contribution to the grant application.

### NPSC Broadband Surveys Value

In early 2000, the Commission collaborated with the Iowa Utilities Board to co-host one of the field hearings for the regional Section 706 Federal-State Joint Conference on Advanced Services. At the hearing various panels gave testimony about the deployment of advanced services in all regions of the state. The Commission has remained engaged in monitoring broadband deployment and subsequently developed two broadband surveys. The State of Nebraska created and funded a Broadband Task Force which issued a final report. Both the estimated value of the Commission surveys and the funding provided by the Legislature towards facilitating the work of the task force should be considered towards the required in-kind match for our mapping project.

In 2002, the Commission opened an investigation to monitor broadband deployment in Nebraska. The Commission released its initial broadband report and order in 2003, finding that based on the Nebraska Information Network (NIN) study reported to the Commission by the Nebraska Telecommunications Association (NTA), 82 percent of Nebraska exchanges had broadband infrastructure in place.

On January 18, 2006, the Commission issued an order to update the broadband information previously collected. A report based upon the information submitted by telecommunications providers eligible to receive universal service funding (56 providers responding) was accepted by the Commission on July 25, 2006. The report identified that all 93 Nebraska counties had Broadband Access ( $\geq 200$  kbps) through at least one modality (cable modem, DSL, satellite, fixed wireless). In addition, the 535 incorporated places in Nebraska (as defined by the Nebraska Department of Economic Development) all had internet access at some speed and 488 (91.6%) had Broadband Access ( $\geq 200$  kbps) in both directions through at least one modality.

On September 23, 2006, after a workshop was held to investigate alternative methods of collecting data and how to account for the variances in geopolitical areas by which data is reported, the Commission issued an order to again update the broadband information previously collected. The Commission required telecommunications carriers eligible to receive universal service funding to respond to the data request and made a concentrated effort, using various methods and information sources, to identify other possible providers of internet access and included them in the data request. As a result of this effort 96 providers responded to the Commission request and provided data. In the February 2007 report a change was made in the data collection method to use population centers associated with ZIP codes. This resulted in data being collected on 577 population centers instead of the previous 535 centers. The change in the data collection method and the increased participation of service providers provided improved data indicating that 542 (93.9%) of the 577 population centers, which accounted for 99.7% of the state's population, had access to the internet at speeds greater than 200 kbps in both directions through one or more modalities.

Based upon our prior data collection efforts, we feel that there will be an increased comfort in the industry that the data collected in this new effort will be used for

its intended purposes. In our opinion, based on the staff effort involved in collecting the data, preparing the two broadband survey reports and the relevance to the verification of any new data, the surveys should be valued at \$50,000 for purposes of meeting our in-kind match provision.

The Nebraska Unicameral Legislature enacted LB 645 in 2005 to create the Broadband Services Task Force. The goal of the task force was to provide an analysis of the geographic areas in which broadband services, Internet services, telecommunications services, and video services are being deployed in the state. A final report of the Task Force was published in November 2006. The Legislature appropriated \$200,000 to aid in carrying out the provisions of this Legislative bill. This effort also should be considered as an in-kind contribution from the State towards the match provision of the grant.

## BROADBAND PLANNING BUDGET NARRATIVE

The NPSC also seeks \$500,000 for broadband planning. The budget for the planning portion of the project is detailed below.

### A. Salaries and Wages

#### 1. Senior Personnel

##### a. (Co)-PD(s)

PD Hancock -8% (1 months) time commitment per year salary compensation year 1 = \$7,210 [total project salary compensation = \$7,210]

Duties include: Development and implementation of the focus group component and the regional forums. Collaboration with strategic team on results, reports, publications, and presentations.

PD Narjes - 12.5% (1.5 months) time commitment per year salary compensation year 1 = \$5,265 [total project salary compensation = \$5,625].

Duties include: Development and implementation of the focus group component and the regional forums. Collaboration with strategic team on results, reports, publications, and presentations.

##### b. Senior Associates

#### 2. Other Personnel (Non-Faculty)

##### a. Research Associates/Postdoctorates

##### b. Other Professionals

Project Manager, to be determined: 1:00 FTE (2 years) commitment year 1 salary compensation = \$40,000 and year 2 = \$42,000 [total salary compensation = \$82,000]

Duties include: Project management and organization. Communicating with the regional planning committees and others working on the broadband planning project. A strategic planning committee consisting of representatives from the University of Nebraska, State Department of Economic Development and the Nebraska Information Technology Commission will provide oversight to this position.

Survey Manager Vogt: 33% time (4 months) commitment year 1 salary compensation = \$17,215 [total project = \$17,215]

Duties include: Conduct survey of Nebraskans with specific duties including: sample selection, design of questionnaire, pretesting of questionnaire, supervise mailing of questionnaires, design data entry protocol, supervise data entry and verification, analyze data, report results, assist with writing of publications and presentation review

Regional Coaches: 10% time (1.2 months) commitment year 1 salary \$4,000 each for the 7 regions = \$28,000 year 1, 10% time (1.2 months) commitment year 2 salary \$4,000 each for the 7 regions = \$28,000. [Total Regional Coaches = \$56,000].

c. Paraprofessionals

d. Graduate Students

e. Prebaccalaureate Students

f. Secretarial-Clerical

For mail survey year 1:

On-Call Worker wages for mailing and data entry work (475 hours @ \$7.25/hour) - \$3,444 [total project = \$3,444]

g. Technical, Shop, and Other

## B. Fringe Benefits

### 1.a. Senior Personnel

PD Hancock benefits at 28% year 1 = \$2,109 [total project = \$2,019]

PD Narjes benefits at 28% year 1 = \$1,575 [total project = \$1,575]

### 2.b. Other Professionals

Project Manager benefits as managerial professional at 28% year 1 = \$11,200 and year 2 = \$11,760 [total project = \$22,960]

Survey Manager benefits as managerial professional at 28% year 1 only = \$4,820 [total project \$4,820]

## C. Total Salaries, Wages, and Fringe Benefits (A plus B)

D. Nonexpendable Equipment

E. Materials and Supplies

Materials and Supplies related to Program Manager

Telephone – \$60 monthly cost x 12 months- \$720 yr 1 and \$720 yr 2

Internet access - \$15 monthly cost x 12 months - \$180 year 1 and \$180 year 2

Postage - \$250 a year for a total of \$500.

Offices supplies & copying –

\$50 per month x 12 months for office supplies and copying year 1= \$600

\$50 per month x 12 months for office supplies and copying year 2= \$600

Mail survey costs (6600 sample survey) year 1:

Stationary for 4 mailings - \$1,590

Postage for 4 mailings and business reply returns - \$10,262

Copy costs for survey booklets and postcards - \$6,691

Mailing list cost and miscellaneous supplies (mailing labels, toner cartridges, etc.)  
- \$874

Conference calls with Technology Community Council and Strategic Team  
Leaders in development and planning of the mail survey – 6 x \$50 for total of 300  
year 1

Webinars to share results to regional planning committees – 4 at \$250 each for a  
total of \$1,000 year 1.

Business Retention and Expansion License Fees

27 web-based business and retention licenses to gather extensive detail about  
businesses across the state in particular how they are utilizing technology in their  
business at \$3,600 for each license for a total of \$97,200. [Total = \$97,200.]

Regional Forum Materials and Supplies, year 1

Coffee, Tea or water available at each of 7 forums. Estimate \$150.00 at each  
location for a total of \$1,050. [Total = \$1,050]

Conference calls for regional forums and preparation = 7 x 50 = \$350 year 1.  
[Total = \$350]

Focus Group Materials and Supplies year 1

Incentive for attending focus group interview – \$50 x 8 participants = \$400 per  
session x 5 sessions = \$1600 [Note: A monetary incentive of \$50 will be given to  
each participant to help defray transportation costs and to indicate that their  
opinions have value when the focus group is designed to bring in individuals not  
normally represented].. [Total = \$1,600]

Beverage/snack for attendees – 10 focus groups with 8 participants x \$5 = \$400.  
[Total = \$400]

Conference calls for regional forums and preparation = 7 x 50 = \$350 year 1  
[Total = \$350]

Community Planning Materials and Supplies

Conference calls related to creating the plan and train-the trainer session. 14 x 50 = 700. [Total=\$700]

Beverage/snack for train the trainer sessions – 14 participants x 5 = \$70

Demonstration Materials and Supplies

6 webinars x 250 = \$1,500

F. Travel

\* all travel is by car unless otherwise noted, current state mileage rate is = 55 cents

- Program Manager Related Travel to meet with regional planning committees once a year. Mileage estimate with suggested sites for budget planning purposes across Nebraska:

	Mileage	Hotel	Meals & Misc
Norfolk - 127	140	100	25
Lincoln			
Kearney - 132	145	100	25
North Platte - 227	250	100	25
Omaha - 60	66		
Scottsbluff - 420	462	100	25
Ainsworth - 276	304	100	25
	1,366	500	125

Total travel year 1 = \$1,991 and year 2 = 1991 for a total of \$3882.

- Survey manager related travel in conducting Statewide survey.  
Pierce – Lincoln 290 miles round trip x 3 = 870 miles x. 55 for a total of \$, 2 nights lodging @ \$80 for a total of \$160.00 and food and miscellaneous at = \$20 for a total of \$40.00. Year 1 total = \$679.
- Focus Group Travel Costs – Costs are based on one person traveling from Lincoln, Nebraska and one from Sidney, Nebraska. For planning purposes, sites are selected in various regions across the state.

From Lincoln, Nebraska to site total \$1991.

	Mileage	Hotel	Meals & Misc
Norfolk - 127	140	100	25
Lincoln			
Kearney - 132	145	100	25
North Platte - 227	250	100	25
Omaha - 60	66		
Scottsbluff - 420	462	100	25
Ainsworth - 276	304	100	25
	1,366	500	125

From Sidney, Nebraska to site total year 1 = \$2672.

	Mileage	Hotel	Meals & Misc
Norfolk - 475	523	100	25
Lincoln -350	193	100	25
Kearney - 218	240	100	25
North Platte - 123	135	100	25
Omaha - 410	451		
Scottsbluff - 70	77	100	25
Ainsworth - 275	304	100	25
	1,922	600	150

Total travel costs related to regional forums - \$4,663 year one

- Regional Forum Travel Costs – Costs are based on one person traveling from Lincoln, Nebraska and one from Sidney, Nebraska. For planning purposes, sites are selected in various regions across the state.

From Lincoln, Nebraska to site total \$1991.

	Mileage	Hotel	Meals & Misc
Norfolk - 127	140	100	25
Lincoln			
Kearney - 132	145	100	25
North Platte - 227	250	100	25
Omaha - 60	66		
Scottsbluff - 420	462	100	25
Ainsworth - 276	304	100	25
	1,366	500	125

From Sidney, Nebraska to site total year 1 = \$2672.

	Mileage	Hotel	Meals & Misc
Norfolk - 475	523	100	25
Lincoln -350	193	100	25
Kearney - 218	240	100	25
North Platte - 123	135	100	25
Omaha - 410	451		
Scottsbluff - 70	77	100	25
Ainsworth - 275	304	100	25
	1,922	600	150

Total travel costs related to regional forums - \$4,663 year one

- Community Planning Travel Costs – Costs are based on one person traveling from Lincoln, Nebraska and one from Sidney, Nebraska. For planning purposes, sites are selected in various regions across the state.

From Lincoln, Nebraska to site total \$1991 for Community Planning Lead, year 2

	Mileage	Hotel	Meals & Misc
Norfolk - 127	140	100	25
Lincoln			
Kearney - 132	145	100	25
North Platte - 227	250	100	25
Omaha - 60	66		
Scottsbluff - 420	462	100	25
Ainsworth - 276	304	100	25
	1,366	500	125

Travel for individuals to participate in the Train the Trainer, 2,672 year 2

	Mileage	Hotel	Meals & Misc
Norfolk - 127	140	100	25
Lincoln			
Kearney - 132	145	100	25
North Platte - 227	250	100	25
Omaha - 60	66		
Scottsbluff - 420	462	100	25
Ainsworth - 276	304	100	25
	1,366	500	125

Total Community Planning travel – year 2 = \$3,982. Total = \$3,982.

- Demonstration and Training Travel Costs – Costs are based on the general locations identified and used earlier in the process. For planning purposes, sites

are selected in various regions across the state with an expectation of going to each site twice within the two year period.

From Lincoln, Nebraska to site total

	Mileage	Hotel	Meals & Misc
Norfolk - 127	140	100	25
Lincoln			
Kearney - 132	145	100	25
North Platte - 227	250	100	25
Omaha - 60	66		
Scottsbluff - 420	462	100	25
Ainsworth - 276	304	100	25
	1,366	500	125

Travel for individuals to demonstrate technology usage. \$1,991 year 1 and year 2 [Total = 3982]

G. Publication Costs/Page Charges

Estimated graphics development, web and print media development = \$1,500 per year for a total of \$3,000

H. Computer (ADPE) Costs

Program Manager Computer and Software - \$2,000 one time fee

Demonstration: Net books – one lab per 7 regions - \$400 per net book x 6 books = \$2,400 per region x 7 regions = \$16,800. Total Cost for net books = \$16,800.

I. Student Assistance/Support

J. All Other Direct Costs

Contractual work for technical support needed outside of the expertise of those working immediately on the project. Scope and need to be determined. The expertise needed is unknown until an analysis of the results is completed. Cost is estimated at: \$10,000 year 1 and 10,000 year 2.

K. Total Direct Costs (C through J)

L. F&A /Indirect Costs (If applicable, specify rate(s) and base(s) for on/off campus activity. Where both are involved, identify itemized costs included in on/off campus bases.)

The F&A rate is figured at 26% off campus rate as per the OMB Circular. The lead PI, Connie Hancock, is based at a county extension office, and the project will be performed at non-UNL locations around the state.

M. Total Direct and F&A/Indirect Costs (K plus L) \$498.023

N. Other – N/A

O. Total Amount of this Request - \$498,023

P. Carryover – N/A

Q. Cost-Sharing/Matching (Breakdown of total amounts shown on line O)

The match is collaborative in nature as there is support from the University of Nebraska as well as the State of Nebraska. To complete this broadband planning project, there will be many other contributions outside of the identified match. Per the federal register the match is 20% and our identified match is \$104,062 or 20.9%. The breakdown of cost share includes:

University of Nebraska employee Connie Hancock, 25% of salary year 1 and 15% of salary year 2, less amount paid by grant for a total of \$35,069.

University of Nebraska employee Charlotte Narjes, 25% of salary year 1, 20% of salary year 2, less amount paid by grant for a total of \$18,081.

Intern/Grad Assistant, to be hired, \$15,000 to support from a State of Nebraska NITC grant to the University of Nebraska (state funded project) in support of the Websites for Growth project which is directly related to the Broadband proposal and the demonstration/awareness section of this proposal. Total \$15,000.

Day long educational training for those teaching Websites for Growth supported by the State of Nebraska NITC grant. Curriculum will be revised to support the Broadband Initiative. Travel for this train-the-trainer program as well as travel for the trainers to location will be supported by this grant for a total of \$8,500.

Third party share from the State of Nebraska NITC employee Anne Byers, 5% of salary year 1 and 5% salary year 2 for a total of \$7,574.

A third party share from the State of Nebraska Department of Economic Development for the annual update/maintenance fee for BR&E software program for \$11,963 and 9 site licenses at \$875 each for \$7,875. Total = \$19,838

D. Nonexpendable Equipment

There is not any expendable equipment.

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, 'New Restrictions on Lobbying.' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

**LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.**

**\* NAME OF APPLICANT**

Nebraska Public Service Commission

**\* AWARD NUMBER**

**\* PROJECT NAME**

State Broadband Data and Development Program

**Prefix:**

Mrs.

**\* First Name:**

Shanicee

**Middle Name:**

**\* Last Name:**

Knutson

**Suffix:**

**\* Title:** Legal Counsel

**\* SIGNATURE:**

Shanicee Knutson

**\* DATE:**

08/13/2009

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

0348-0046

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input type="text" value="Nebraska Public Service Commission"/> * Street 1: <input type="text" value="300 The Atrium"/> Street 2: <input type="text" value="1200 N Street"/> * City: <input type="text" value="Lincoln"/> State: <input type="text" value="NE: Nebraska"/> Zip: <input type="text" value="68508"/> Congressional District, if known: <input type="text"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b> <div style="border: 1px solid black; height: 40px;"></div>		
<b>6. * Federal Department/Agency:</b> <input type="text" value="Department of Commerce"/>	<b>7. * Federal Program Name/Description:</b> <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix <input type="text" value="Mr."/> * First Name <input type="text" value="Mike"/> Middle Name <input type="text"/> * Last Name <input type="text" value="Hybl"/> Suffix <input type="text"/> * Street 1: <input type="text" value="300 The Atrium Building"/> Street 2: <input type="text" value="1200 N Street"/> * City: <input type="text" value="Lincoln"/> State: <input type="text" value="NE: Nebraska"/> Zip: <input type="text" value="68508"/>		
<b>b. Individual Performing Services</b> (including address if different from No. 10a) Prefix <input type="text" value="Mr."/> * First Name <input type="text" value="Mike"/> Middle Name <input type="text"/> * Last Name <input type="text" value="Hybl"/> Suffix <input type="text"/> * Street 1: <input type="text"/> Street 2: <input type="text"/> * City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: <input type="text" value="Shanicee Knutson"/> * Name: Prefix <input type="text" value="Mrs."/> * First Name <input type="text" value="Shanicee"/> Middle Name <input type="text"/> * Last Name <input type="text" value="Knutson"/> Suffix <input type="text"/> Title: <input type="text" value="Legal Counsel"/> Telephone No.: <input type="text" value="402-471-3101"/> Date: <input type="text" value="08/13/2009"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Shanicee Knutson</p>	<p>* TITLE</p> <p>Legal Counsel</p>
<p>* APPLICANT ORGANIZATION</p> <p>Nebraska Public Service Commission</p>	<p>* DATE SUBMITTED</p> <p>08/13/2009</p>

Standard Form 424B (Rev. 7-97) Back

**Congressional Districts**

NE-001  
NE-002  
NE-003

## Planning Appendix A

Three organizations within the state are taking a lead in the planning effort. These organizations are:

**Nebraska Information Technology Commission (NITC)** - The mission of the Nebraska Information Technology Commission is to make the State of Nebraska's investment in information technology infrastructure more accessible and responsive to the needs of its citizens regardless of location while making government, education, health care and other services more efficient and cost effective. The Nebraska Information Technology Commission has advisory groups on state government, education, communities, eHealth, GIS as well as a Technical Panel. The Nebraska Information Technology Commission (NITC) Community Council will act as the state's advisory group on broadband planning. Other NITC advisory groups may also be consulted. Members of the Community Council represent libraries, economic development, workforce development, telecommunications providers, and the Nebraska Public Service Commission. The NITC began under Executive Order 97-7 in November, 1997.

**University of Nebraska Lincoln Extension (UNL Extension)** - University of Nebraska Lincoln is the land grant institution for the State of Nebraska. Extension Educators have facilitated technology planning, visioning, and taught information technology sessions ranging the basics of using the Internet to teaching businesses e-commerce strategies. In addition, educators have created curriculum to help communities and businesses create online presences. University of Nebraska-Lincoln Extension's mission is to help Nebraskans enhance their lives through research-based information. Local extension offices are located in 87 counties serving all 93 counties of the state.

**State of Nebraska Department of Economic Department (DED)** - The Nebraska Department of Economic Development (DED) is the official lead economic development agency for Nebraska with approximately 70 staff to support all 93 counties. Created by the Legislature in 1967, DED's emphasis is growing and diversifying the state's "economic base." DED provides quality leadership and services that enable Nebraska communities, businesses, and people to succeed in a global economy. The Department believes that broadband and information technology are the foundation for competing in the global economy and thus, support the utilization of broadband for a variety of efforts ranging from entrepreneurship to business recruitment.

The strategic partners have split responsibilities for carrying out this project in such a way that the strengths of each are fully maximized, and all partners have pledged significant resources to support this project. The partners will be responsible for recruitment of participants, volunteer coordination, technical assistance, hiring a project manager. The project manager will be responsible for leadership of the project under the guidance of the Strategic Partners. This person will report to the Community Council - submitting reports to the PSC, NITC, UNL Extension and DED.

The strategic partners have a proven track record of promoting technology development in communities. The Nebraska Information Technology Commission Community Council, University of Nebraska, and Nebraska Department of Economic Development have partnered with other entities in the state including the Nebraska Public Service Commission to help communities and regions develop technology plans. From 2002-2005, project partners under the umbrella of Technologies Across Nebraska, helped 21 of 435 communities develop local plans to utilize technology to enhance development opportunities. Through the program, participating communities and regional groups receive a \$2,500 mini grant and assistance from the University of Nebraska Extension and the Nebraska Information Technology Commission. A detailed workbook helped simplify the assessment and planning process for communities. The impact of the program was significant in improving access to broadband services, identifying technology training needs, and jumpstarting community technology projects. Since then project partners have collaborated on several projects. Through the Podcasting Across Nebraska project, partners helped communities develop video and audio content to promote local attractions and events. More recently, partners have worked with Nebraska communities to develop websites as a tool for enhancing community growth.

## **Anne Byers**

**Community Information Technology Manager  
Nebraska Information Technology Commission**  
abyers@notes.state.ne.us

(402) 471-3805

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### **Education**

Master of Education in Human Resource Education, Boston University, 1992.

Bachelor of Journalism in Advertising with minors in Business, Psychology, and English, University of Nebraska-Lincoln, 1987. Summa Cum Laude, GPA 3.95.

### **Experience**

**Community and eHealth Information Technology Manager, Nebraska Information Technology Commission, State of Nebraska (January 2007-present)**

- Facilitate eHealth planning activities in the state including the development of the state eHealth plan.
- Coordinate the development of the state's application for state health IT funds.
- Provide support to the Nebraska Information Technology Commission and to the Commission's advisory groups on eHealth and community issues.
- Administer the Community Technology Fund which has awarded over 40 technology grants to communities totaling over \$1 million since 1998.
- Provided assistance in the development and implementation of a community training program focused on the creation of effective community websites.

**Community Information Technology Manager, Nebraska Information Technology Commission, State of Nebraska, (May 1999-December 2006).**

- Partnered in the development and implementation of a community training program focused on developing video and audio content to promote local events and attractions.
- Coordinated outreach efforts of Technologies Across Nebraska, a partnership of 40 organizations led by the University of Nebraska Extension and the Nebraska Information Technology Commission.
- Coordinated a community information technology planning project with 21 Nebraska communities.
- Developed resource materials for communities including the Community IT Planning and Assessment Workbook ([www.nitc.nebraska.gov/toolkit/workbook](http://www.nitc.nebraska.gov/toolkit/workbook)) and the Community IT Toolkit ([www.nitc.nebraska.gov/toolkit/](http://www.nitc.nebraska.gov/toolkit/)).
- Administered the Community Technology Fund which awarded over 40 technology grants to communities between 1998 and 2006.
- Provided support to the Nebraska Information Technology Commission and two advisory groups, the Community Council and the Telehealth

Subcommittee.

- Planned the Building Information Age Communities Conference, a one-day conference on community technology planning and development.
- Named 2000 Division of Administrative Services Employee of the Year Finalist.

**Program Coordinator, Center for Rural Community Revitalization and Development, University of Nebraska-Lincoln, (June 1996-May 1999).**

- Developed and coordinated the Master Navigator community Internet training program, which has trained over 650 individuals in dozens of Nebraska communities. The program's strong partnerships and documented impact earned it one of the University of Nebraska's highest awards for outreach programming, the 1999 IANR Team Award.
- Helped conduct a statewide teleliteracy and needs assessment and report findings in a white paper and a video conference.
- Co-coordinated the Partnership for Rural Nebraska's 1998 Nebraska Rural Institute, a four-day workshop attended by 100 rural development practitioners

**Information Specialist, Rural Clearinghouse for Lifelong Education and Development, Kansas State University, Manhattan (October 1992-May 1996).**

- Developed the Rural Clearinghouse's Web site, including an extensive listing of resources related to rural development, telecommunications, and education.
- Wrote and edited a bimonthly newsletter and digests on rural education and development.

**Field Representative, Boston University Overseas Program, Wuerzburg, Germany (August 1987-September 1990).**

- Publicized programs, recruited new students, registered students, and prepared financial reports.

**National  
Conferences  
and  
Presentations**

Attended national Health Information Security and Privacy Collaborative conferences (2007-2009).

Attended the Rural Telecon Conference (1997-2006) Co-presented "Technologies Across Nebraska" (2002) and gave a poster session on the Master Navigator program (1997).

Attended the National Extension Technology Conference in 1996 and 1998. Co-presented "Internet Masters Programs" (1998).

Co-presented "Rural Resources on the Internet" at the Rural Datafication

Conference, May 22-24, 1995, Indianapolis, Indiana.

**Related  
Publications  
and Web  
Resources**

Byers, Anne. *Community IT Planning and Assessment Workbook*. Technologies Across Nebraska. August, 2002. Available at [www.nitc.state.ne.us/toolkit/workbook](http://www.nitc.state.ne.us/toolkit/workbook).

Byers, Anne. *Community IT Toolkit*. Technologies Across Nebraska. 2001. Available at [www.nitc.state.ne.us/toolkit/](http://www.nitc.state.ne.us/toolkit/).

Allen, John C., Byers, Anne, Hoy, Christopher, and Jarecki, Eric. *Teleliteracy Levels and Needs in Nebraska by Sector (A Working Paper)*. Center for Rural Community Revitalization and Development, University of Nebraska—Lincoln. April, 1998.

Byers, Anne. *Rural Clearinghouse Digest on Telecommunications*. Rural Clearinghouse for Lifelong Education and Development, Kansas State University. February, 1996.

**Organizations/  
Committees**

Nebraska Universal Service Advisory Board, 2004-2009  
Rural Telecommunications Congress, Secretary, 2002-2003  
Rural Telecommunications Congress, Board of Directors, 2001-2002  
Nebraska Development Network and Nebraska Rural Institute Planning committees, 1997-2002

**VITA**  
**Connie K. Hancock**

**A. Address**

University of Nebraska  
920 Jackson St.  
Sidney, NE 69162  
Telephone: 308.254.4455/866-865-1703  
Fax: 308.254.6055  
Email: [chancock1@unl.edu](mailto:chancock1@unl.edu), Website: <http://etraining.unl.edu>

**B. Education**

Certificate, University of Missouri Community Development Academy - 2003  
Master of Science, Counseling and Guidance, University of Nebraska – Kearney;  
May 1987  
Bachelor of Science, Vocational Home Economics Education, University of  
Nebraska – Lincoln; May 1979

**C. Professional Positions**

1995 – present      Extension Educator, University of Nebraska,  
                                 Cheyenne/Kimball-Banner Counties  
1979 – 1995        Extension Educator, University of Nebraska, Central IV  
                                 Extension Programming Unit

**D. Awards and Honors**

2006 E.K. Yanney Award – Cheyenne County Chamber  
2003 Institute of Agriculture and Natural Resources – Team Award –  
                                 NebraskaEDGE  
2003 NCEA Packaged Program II Award – NEAFCS  
1999 Technology Award – Cheyenne County Chamber  
1996 Excellence in Team Programming. University of Nebraska Cooperative  
                                 Extension for “Fast Trac.”

**E. Grants and Contracts**

2009 Pending – Sustainable Agriculture Research and Extension – Business  
                                 feasibility, marketing, and on-line direct marketing: in-depth training to  
                                 better serve sustainable agriculture business - \$75,983.00  
2009 Southern Rural Development Center – Web Presence Strategies for Small  
                                 Communities and Local Governments - \$25,000  
2008 Nebraska Information Technology Commission – Websites for Growth  
                                 project - \$34,483  
2007 Southern Rural Development Center – Security and Back Office Concerns  
                                 Grant – \$23,567.15  
2006 Nebraska Information Technology Commission – Podcasting Across  
                                 Nebraska - \$19,030

- 2006 USDA RBEG - \$25,000 – conduct eBusiness Classes in 8 communities
- 2006 Nebraska Telecommunications Association - \$13,000 – support of the NE BIT Mobile  
Buckley Trust - \$5000 – support of the NE BIT Mobile
- 2006 Nebraska State Records Board - \$25,000 – Phyllis Schoenholz – PI –
- 2005 Mississippi State University – \$30,000 – partnered with MSU to create a Beginning e-commerce curriculum
- 2005 Nebraska State Records Board – \$25,000 – Phyllis Schoenholz – PI – Collaborator with this grant to provide eGovernment training to county officials.
- 2004 Western Nebraska Tourism Coalition - \$5000 to conduct a Visitor Survey of the 17 counties in the coalition
- 2003 USDA/SRDC - \$50,000 – pilot eCommerce program – developed survey and Advanced eBusiness curriculum; conducted 4 “Electronic Retailing – Selling on the Internet” workshops
- 2001 South Panhandle Community Builders - \$2,500 – Tourism Grant
- 2000 Nebraska Information Technology Commission grant - \$100,000 grant in collaboration with the Center for Applied Rural Innovations and the AIM Institute – to deliver technology education programs to rural NE particularly e-commerce curriculum
- 1999 SARE Grant - \$48,946. Created a series of four workshops on “Promoting Agriculture’s Future with Brand “U” Products”
- 1998 Rural Development Commission – to support the South Panhandle Community Builders - \$2000.00
- 1997 Center for Rural Revitalization and Community Development - \$2500 – developed the Sidney Area Leadership Tomorrow program
- 1996 Rural Partnerships LB 144 Grant - \$22,500; Buckley Trust - \$5000; C.A. Story - \$500; First Bank Trust - \$1000 – developed the Panhandle Youth Entrepreneurship project

**F. Publications**

- 2008 Websites for Growth curriculum
- 2007 Podcasting Across Nebraska curriculum
- 2005 eBusiness – Selling on the Internet – four part curriculum created in conjunction with Mississippi State University, Beth Duncan
- 2005 More eBusiness – Selling on the Internet – four part curriculum for businesses who have had a web presence for 3 to 5 years – co-authored with Dewey Teel
- 2005 Planning Your Website – Questions to Ask Web Designers – peer reviewed
- 2005 Farming with Computer Technologies – Carroll Welte, lead
- 2005 eGovernment Basics – Phyllis Schoenholz, lead
- 2005 eKnowledge Curriculum updated – Carroll Welte, lead
- 2001 Educator Extra articles written on technology related issues;  
Authored and published 4 NebFacts – Basic Internet, Connectivity,

WWW and E-mail. Developed training package for eCommerce instructors.

**G. Membership**

- National Association Community Development Extension Professionals - NACDEP
- Nebraska Economic Development Association
- Institute of Agricultural and Natural Resources, Community Resource Development Action Team
- Cheyenne County Chamber of Commerce Board Member/Technology Committee
- Partners Board – Kimball, NE
- Lied Main Street – Sidney, NE – Economic Vitality Committee
- Home Town Competitiveness Advisory Board/Coach

**H. Presentations**

**2009**

- February 2009 – Social Networking – Center for Rural Affairs, MarketPlace
- March 2009 - League of Municipalities – Websites for Growth
- April 2009 - NACDEP – San Diego, CA – New Residents and Community Websites - One Town's Perspective
- September 2009 – Social Networking, Website Content, and Online Marketing Tools – Nebraska Chamber of Commerce Executives Fall Conference, Sidney, Nebraska

**2008**

- February 2008 - Modifying Your Internet Marketing Strategy; Mid-Atlantic Direct Marketing Conference - MADMC Inc. is a cooperative agreement between: Penn State Cooperative Extension, Rutgers Cooperative Extension, University of Maryland Cooperative Extension, University of Delaware, and Virginia Department of Agriculture;
- February 2008 - Your Online Business - Kick It Up A Notch, Center for Rural Affairs, MarketPlace, Connie Hancock and Tim O'Brien - DED.
- March 2008 - Getting Started and Online Market Strategies; Kentucky State University, USDA, University of Kentucky; E-Commerce: Getting Wired for the "E-economy"; Connie Hancock, UNL; Debra Cottrell and Gae Broadwater - University of Kentucky and Kentucky State University.
- May 2008 - Kids and Technology podcast; Nebraska 4-H; 4-H Judges Training; Connie Hancock
- May 2008 - Internet Marketing - Kick It Up A Notch; eXtension; monthly eXtension COP Building Entrepreneurial Communities Webinar series; Connie Hancock
- July 2008 - Your Online Presence - Kick It Up A Notch webinar; GROW Nebraska; the First Friday meetings; Connie Hancock and Leslie Crandall

- September 2008 – Galaxy/NACDEP – Philadelphia, PA - Community Coaching: A New Role or Just a New Name for Existing Extension Community Development Practitioners?
- September 2008 – Galaxy/NACDEP – Philadelphia, PA - Home Town Competitiveness
- November 2008 - Making the Most of Available Technology; NCIP and Partnership for Rural Nebraska, Governor's Conference on Rural Development, Kearney, NE; Connie Hancock, UNL Extension and Tim O'Brien, Department of Economic Development
- December 2008 - Getting Started and Online Market Strategies; Kentucky State University, USDA, University of Kentucky; E-Commerce: Getting Wired for the "E-conomy"; Connie Hancock, UNL; Gae Broadwater - Kentucky State University.

**CHARLOTTE NARJES**

University of Nebraska-Lincoln

Program Manager

103 Miller Hall

Lincoln, NE 68583-0711

cnarjes@unl.edu

---

**Education**

Masters of Science Degree – Leadership Education, August 2008

Thesis: Understanding the Motivations of People Moving to the Nebraska Panhandle: A Constructivist Grounded Theory Study

Certificate, University of Missouri Community Development Academy, held in Missouri and completed June 2002. The academy is a series of three intensive, experiential, five-day trainings that explores ideas and develops practical skills for effectively involving and empowering local citizens and leaders in community-based efforts.

Bachelors of Arts Degree – Economics, December 1992

Denver Paralegal Institute, Denver, Colorado – Certificate, September 1989

National College of Business - Rapid City, South Dakota - Associate's Degree, May 1976

**Professional Experience**

**University of Nebraska Lincoln Institute of Agriculture and Natural Resources (IANR) 1991-present**

Center for Applied Rural Innovation, 1995-present

Conducted qualitative research using focus groups on what attracted new residents to the Nebraska Panhandle and the likelihood of staying.

Working with a team, developed an on-line appreciative inquiry process for a county wide vision. Primary lead in the analysis and community report feedback provided to the community.

As part of a 4-H entrepreneurship team, wrote, edited and developed a youth Entrepreneurship Investigation (ESI) curriculum being used nationally within 4-H, schools and community organizations.

Extensive grant management experience including oversight of a \$2.5M multi-state project.

For ten years served as coordinator to the Partnership for Rural Nebraska (PRN). The PRN is a virtual organization consisting of representatives from the State of Nebraska, Federal Government, University of Nebraska and regional groups to address rural opportunities and challenges identified by rural Nebraskans.

Organized and developed educational programs to inform those working in rural community and economic development on available resources; to share ideas; to develop new skills and knowledge; and to network with peers.

Member of an internal evaluation group that reviewed and developed extension programs using the logic model and evaluation methods.

IANR Finance & Personnel, 1991-1994

**Dawson, Fleming & Brown**, Attorneys at Law, Lincoln, Nebraska, 1990-1991

**U S WEST, Inc.**, Englewood, Colorado, 1987-1990

**Nebraska State Legislature**, State of Nebraska, Lincoln, Nebraska, 1976-1987

### **Publications**

Baquet A., Narjes, C., Hancock, C. Using Appreciative Inquiry in Community Development. [Electronic version]. *Cornhusker Economics*, May, 2008.

Cantrell, R, Burkhart-Kriesel, C., Johnson, B., Narjes, C, Vogt, R. Moving to the rural Great Plains point of origin differences in the decision making process. [Electronic version]. *Great Plains Research 18 (Fall 2008): 155-63.*

Narjes, C., Burkhart-Kriesel, C. Community Vision is Important to New Residents. [Electronic version]. *Cornhusker Economics*, May, 2008.

Narjes C., Burkhart-Kriesel, C., Moving to the Nebraska Panhandle: A Broad Picture of the Decision Process. [Electronic version] *Cornhusker Economics*, November 2008

Narjes, C., Burkhart-Kriesel, C. New Rural Residents: Insights into their Decision to Stay or Leave . [Electronic version]. *Cornhusker Economics*, December, 2008.

Nene, G, Johnson, B, Burkhart-Kriesel, C., Cantrell, R., Narjes, C., Vogt, R. (in press). Community Recruitment and Retention of New Residents: [Electronic version]. *Online Journal of Rural Research and Policy*

### **Presentations**

Rural Sociology Annual Meeting, Madison, Wisconsin, August 2009

Heartland Project Research Workshop and Conference, Rural Community and Rural Economy Futures, RMIT, Hamilton, VIC, AU – July 2009 7/16/2009

Nebraska Information Technology Developing Websites for Community Growth project, November 2008

National Association of Community Development Extension Professionals, San Diego, California,  
April 2008

**Professional Membership**

UNL Community Resource Development Action Team

National Association of Community Development Professionals (NACDEP)

**Rebecca Vogt**  
**Survey Research Manager**  
**111 W Court, Room 3, Pierce, NE 68767**

**Earned Degrees**

B.S., May, 1996, University of Nebraska-Lincoln. Agribusiness.

M.S., May, 2000, University of Nebraska Lincoln. Survey Research and Methodology.

**Professional Experience**

Coordinate the annual Nebraska Rural Poll, an annual effort to monitor changes in Nebraska's agriculture and rural community life. Results provide local and state leaders information about rural Nebraskans' opinions on various issues. In addition, in-depth analysis of poll data provides a better understanding of trends and issues in rural Nebraska.

Conducted a survey of new residents to the Nebraska Panhandle region. Results will be used by communities to help develop recruitment and retention strategies for new residents.

Conducted numerous labor and technology needs assessments in the Nebraska Panhandle region. Results were used by communities in planning their technology infrastructure and to market their area to businesses.

Conducted a survey of new residents to Nebraska. The results were used to develop a marketing campaign by the Nebraska State Department of Economic Development's tourism division.

Conducted a survey of veterinarians in Nebraska to determine influences on practice location decisions as well as practice type. Results will be used to recruit and retain veterinary students interested in food animal practices and practices in rural areas.

Conducted a survey of businesses in Nebraska to determine their use of technology and their educational needs. Results were used to develop technology training curricula.

Conducted an educational marketing research study of southeast Nebraskans for the University of Nebraska-Lincoln, the University of Nebraska at Omaha, Peru State College, Southeast Community College and Metro Community College. The report included a list of educational needs of area residents as well as their perceptions of the area institutions.

**Professional Activities**

- National Association of Community Development Extension Professionals, 2004  
- current
- American Association for Public Opinion Research, 2000 – current
- Midwest Association for Public Opinion Research, 2000 - current

### **Employment History**

Survey Research Manager, 1997 – current; Center for Applied Rural Innovation,  
University of Nebraska-Lincoln

Research Analyst, 1996 – 1997; Sandhills Publishing, Lincoln, Nebraska  
Program Manager, 1996; Center for Rural Community Revitalization and  
Development, University of Nebraska-Lincoln

### **Honors and Awards**

Outstanding Employee Award for Managerial/Professional Staff in the Institute of Agriculture and Natural Resources, awarded for July/August 2003.

## REFEREED PUBLICATIONS

### Journals

Cantrell, Randy, Cheryl Burkhardt-Kriesel, Bruce Johnson, Charlotte Narjes, Rebecca Vogt. 2008. Moving to the rural Great Plains: point of origin differences in the decision-making process. Great Plains Research 18 (2): 155-163.

Schmitz, John A., Rebecca J. Vogt, Gary P. Rupp, Bruce W. Brodersen, Jeramie M. Abel, Arden R. Wohlers, and David B. Marx. 2007. Factors Associated with Practice Decisions of Nebraska Veterinarians Regarding Type of Practice and Community Size. Journal of Veterinary Medical Education 34 (3): 340-349.

Vogt, Rebecca, John C. Allen, and Sam Cordes. 2003. Relationship between community satisfaction and migration intentions of rural Nebraskans. Great Plains Research 13: 63-74.

Allen, John C., Rebecca Vogt, and Soonchul Ko. 2001. Relationships between community attributes and residential preference in nonmetropolitan Nebraska. Great Plains Research 11: 327-346.

Leistriz, F. Larry, Sam Cordes, Randall S. Sell, John C. Allen and Rebecca Vogt. 2001. Characteristics of in-migrants to the northern Great Plains: survey results from Nebraska and North Dakota. Great Plains Research 11:275-299.

## NON-REFEREED TECHNICAL PUBLICATIONS

### Selected Research Reports

Vogt, Rebecca J., Randolph L. Cantrell, Miguel A. Carranza, Bruce B. Johnson and David J. Peters. 2008. Views of Community Life in Rural Nebraska. Center for Applied Rural Innovation Research Report 08-4.

Vogt, Rebecca J., Randolph L. Cantrell, Bruce B. Johnson, and Alan J. Tomkins. 2006. Newcomers in Nebraska's Rural Communities. Center for Applied Rural Innovation Research Report 06-2.

Vogt, Rebecca J., Randolph L. Cantrell, Bruce B. Johnson, and Alan J. Tomkins. 2005. Rural Nebraska: looking back at a decade of change and progress. Center for Applied Rural Innovation Research Report 05-1.

Allen, John C., Rebecca Vogt, Sam Cordes, Randolph L. Cantrell. 2002. Moving Toward the Digital Age: Changes in Rural Nebraskans' Use of Technology. Center for Applied Rural Innovation Research Report 02-5.

## **Research Briefs**

Burkhart-Kriesel, C., Cantrell, R., Johnson, B., Narjes, C., & Vogt, R. (2007, September). Relocation to the Buffalo Commons research brief: Newcomers to the Nebraska Panhandle - Who are they? RB - 07-001 [On-line]. Available at <http://cari.unl.edu/buffalo/documents/WhoAreThey.pdf>

Burkhart-Kriesel, C., Cantrell, R., Johnson, B., Narjes, C., & Vogt, R. (2007, September). Relocation to the Buffalo Commons research brief: Newcomers to the Nebraska Panhandle - Why did they move here? RB - 07-002 [On-line]. Available at <http://cari.unl.edu/buffalo/documents/WhyDidTheyMove.pdf>

Burkhart-Kriesel, C., Cantrell, R., Johnson, B., Narjes, C., & Vogt, R. (2007, September). Relocation to the Buffalo Commons research brief: Newcomers to the Nebraska Panhandle - How do we keep them here? RB - 07-003 [On-line]. Available at <http://cari.unl.edu/buffalo/documents/HowDoWeKeepThemHere.pdf>

# TIMOTHY R. O'BRIEN

---

## QUALIFICATIONS SUMMARY

---

Accomplished leader in economic development with more than 5 years of experience focused in information technology, marketing, and business development. Creative, innovative, and active goal setting individual with proven success to positively foster the next generation of economic development. Possesses an ability to research, implement, and manage new solutions. Demonstrated leadership traits by managing large projects and exceeding set goals. Exceptional communicator, with unique abilities to build relationships and convey detailed information to a variety of audiences.

---

## EDUCATION

**M.A., Management, Emphasis: Leadership**, 2007, Doane College, Lincoln, Nebraska  
**B.S.B.A., Management Information Systems**, 2005, University of Nebraska, Lincoln, Nebraska

---

## PROFESSIONAL EXPERIENCE

### Nebraska Department of Economic Development

Lincoln, Nebraska  
(July 2009-Present)

#### *Business Development Manager*

- Manage the Department's programs for information technology as it relates to community economic development; including developing and managing overall recruitment strategy for information technology companies and industries such as data centers.
- Oversee community-based efforts to advance local and regional information technology standards and programs to help communities attract information technology companies and workforce.
- Oversee the Department's entrepreneurial and business start-up programs; including developing, with staff, strategies to enhance the Department's entrepreneurial and business start-up programs to coordinate with public and private sector efforts to create more home-grown technologies and businesses.
- Oversee the Department's programs for business retention and expansion survey programs; including coordinating staff efforts to conduct surveys and develop strategies for using survey information to improve existing Department programs and state policies as they relate to targeted industries and public policy.
- Manage the Department's programs for population and labor recruitment; including working with public and private organizations on programs to attract population and train workforce for targeted industries in communities and regions.

#### *Business Consultant - Information Technology*

(August 2007-June 2009)

- Researched, created strategies, and materials needed to recruit targeted information technology-based industries to Nebraska. Assisted with the efforts of the Department of Economic Development to recruit such businesses to locate and invest in Nebraska. Supported in the creation of more than 100 new jobs and more than \$100 million in new investment into Nebraska since 2008.
- Consulted with community and business leaders about information technology standards and opportunities that can help with recruitment and development efforts.
- Present research through reports and oral presentations on how information technology plays a role in changing population trends as well as the retention and recruitment of businesses, services, and people.
- Managed the Department of Economic Development's \$4 million statewide speculative data center site development program.
- Supported business development activities within the Department of Economic Development including entrepreneurship and business startup, business retention and expansion, population and labor development, and targeted industry.

#### *Infrastructure Support Analyst*

(May 2005-August 2007)

- Managed more than 80 local and remote users. Provided first tier technical support and problem resolution. Led end-user training on MS Office 2007, MS Vista/XP, remote access, personal digital assistance, and numerous other internal applications and databases.
- Managed Active Directory infrastructure, network security, disaster recovery and backups, client-server applications
- Led the development and reorganization of content, designed, and converted more than 1,000 pages for the Department's website, [www.neded.org](http://www.neded.org), and other affiliated websites using the content management system, Joomla.
- Developed solutions for data management using Microsoft Access, Excel, and Filemaker 8.5 Advance. Initiated the development and conversion of data from a previous system to a web based system used for the Business Development Division to track more than 1,000 contacts, more than 500 active projects and more than 1,000 closed projects.
- Developed and trained communities, businesses, and individuals across the state using self-created curriculum in e-commerce, new and emerging technologies, web design, and marketing. Featured speaker at local and statewide conferences and events.
- Trained and educated staff on new and emerging technologies.

### Doane College

Lincoln, Nebraska  
(July 2007-Present)

#### *Adjunct Professor*

- Instruct Masters of Arts in Management students in courses about strategies in electronic commerce.
- 

## RELATED PROFICIENCIES

Marketing, data center site selection, financial assistance, public speaking, e-commerce, website design, project management, technology training & consulting, Web 2.0, and telecommunications



Dave Heineman  
Governor

STATE OF NEBRASKA  
OFFICE OF THE CHIEF INFORMATION OFFICER  
Brenda L. Decker  
Chief Information Officer

August 12, 2009

Terri Butler  
Grant Specialist  
Filley Hall Business Center  
205C Filley Hall  
Lincoln, NE 68583-092

Dear Ms. Butler:

The Nebraska Information Technology Commission supports the Nebraska Broadband Planning project. The project furthers the NITC mission to make broadband more accessible to Nebraskans. Therefore, Anne Byers is authorized to spend 5% of her time working on the Nebraska Broadband Planning project. Her time is valued at \$3,787 a year for a total of \$7,574 over the program's two years.

Sincerely,

A handwritten signature in cursive script that reads "Brenda L. Decker".

Brenda L. Decker  
Chief Information Officer

**Nebraska Information Technology Commission**

*Lieutenant Governor Rick Sheehy, Chair*

State Capitol, Room 2315 • P.O. Box 94863 • Lincoln, Nebraska 68509-4863 • Home Page://www.nitc.state.ne.us  
(402) 471-2256, Fax: (402) 471-6031

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Dave Heineman  
Governor

## State of Nebraska

DEPARTMENT OF ECONOMIC DEVELOPMENT

P. O. Box 94556  
Lincoln, Nebraska 68309-4556 USA  
Phone (402) 471-3111  
Toll Free (800) 425-5505  
Fax (402) 471-3778  
Statewide Relay (800) 833-0920 (voice)  
[www.nedec.org](http://www.nedec.org)

August 13, 2009

Terri Butler  
Grant Specialist  
Filley Hall Business Center  
205C Filley Hall  
Lincoln, NE 68583-0922

To Whom It May Concern:

This letter is in support of Nebraska's application for the State Broadband and Data and Development Grant Program (BDIA). The Nebraska Department of Economic Development is committed to continue our strategic partnerships with the Public Service Commission, University of Nebraska, and the Nebraska Information Technology Commission.

The Department of Economic Development supports the entire State of Nebraska and will be leading the Business Survey process as outlined in the planning document, as well as support of the other activities. The business survey process is statewide and will provide extensive detail about a business, and more specifically a detail section on broadband and technology. The Department will commit \$11,963 as match for the maintenance and renewal of our Business Retention and Expansion software over two years. We will also work with the communities and or regional groups and include their match over two years for a total of \$7,875. This will bring a total match by The Department of Economic Development and the communities or regional groups of \$19,838.

Again, we look forward to continue providing support across Nebraska and working with the strategic partners to enhance broadband opportunities and economic development in Nebraska.

Sincerely,

Tim O'Brien  
Business Development Manager

Planning Appendix B

Broadband proposal

	Administrative			Mail Survey - Becky			BR&E Business Survey - Tim			Focus Groups and Community Forums			Community Planning			Demonstration Sessions			Dissemination of Priorities			Total	
	Year One	Year Two	Total	Year One	Year Two	Total	Year One	Year Two	Total	Year One	Year Two	Total	Year One	Year Two	Total	Year One	Year Two	Total	Year One	Year Two	Total	Grand Total	
<b>A. Salaries and Wages</b>																							
1. No of Senior Personnel																							
a. (Co-)PI(s)/PD(s) - Connie Hancock - PD 1 (25% year one and 15% year two)	0	0	0	0	0	0	0	0	0	7,210	0	7,210	0	0	0	0	0	0	0	0	0	7,210	
PD - Charlotte Naries 25% year one and 20% year two	0	0	0	0	0	0	0	0	0	5,625	0	5,625	0	0	0	0	0	0	0	0	0	5,625	
b. Senior Associates	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2. No of Other Personnel (Non-Faculty)																							
a. Research Associates-Postdoctorate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
b. Other Professionals - 7 positions at \$4,000 a year (approx 15% FTE) to work with regional planning groups; Rebecca Vogt, survey manager. To be Determined, program manager	40,000	42,000	82,000	17,215	0	17,215	0	0	0	0	0	0	28,000	28,000	56,000	0	0	0	0	0	0	85,215	
c. Graduate Students GIS & Delphi Grad Assist	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Grad Student -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
d. Prebaccalaureate Students	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
e. Secretarial-Clerical - Temporary, on-call survey workers	0	0	0	3,444	0	3,444	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,444	
f. Technical, Shop and Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Total Salaries and Wages</b>	<b>40,000</b>	<b>42,000</b>	<b>82,000</b>	<b>20,659</b>	<b>0</b>	<b>20,659</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,835</b>	<b>0</b>	<b>12,835</b>	<b>28,000</b>	<b>28,000</b>	<b>56,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>101,494</b>	
<b>B. Fringe Benefits (If charged as 28%) - Faculty</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,594</b>	<b>0</b>	<b>3,594</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,594</b>	
Fringe Benefits (If charged as 28%) - Other Professional	11,200	11,760	22,960	4,820	0	4,820	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16,020	
Fringe Benefits (If charged as 32%) - graduate assistants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Total Fringe Benefits</b>	<b>11,200</b>	<b>11,760</b>	<b>22,960</b>	<b>4,820</b>	<b>0</b>	<b>4,820</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,594</b>	<b>0</b>	<b>3,594</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19,614</b>	
<b>C. Total Salaries, Wages, and Fringe Benefits (A plus B)</b>	<b>51,200</b>	<b>53,760</b>	<b>104,960</b>	<b>25,479</b>	<b>0</b>	<b>25,479</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16,429</b>	<b>0</b>	<b>16,429</b>	<b>28,000</b>	<b>28,000</b>	<b>56,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>121,108</b>	
<b>D. Nonexpendable Equipment (Attach supporting data. List items)</b>																							
<b>E. Materials and Supplies</b>	<b>2,350</b>	<b>2,350</b>	<b>4,700</b>	<b>20,717</b>	<b>0</b>	<b>20,717</b>	<b>97,200</b>	<b>0</b>	<b>97,200</b>	<b>3,750</b>	<b>0</b>	<b>3,750</b>	<b>0</b>	<b>770</b>	<b>770</b>	<b>0</b>	<b>1,500</b>	<b>1,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>124,017</b>	
<b>F. Travel</b>																							
1. Domestic (Including Canada)	1,991	1,991	3,982	679	0	679	0	0	0	9,326	0	9,326	0	3,982	3,982	0	3,982	3,982	0	0	0	11,996	
2. Foreign (List destination and amount for each trip.)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>G. Publication Costs/Page Charges</b>	<b>1,500</b>	<b>1,500</b>	<b>3,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,500</b>	
<b>H. Computer (ADPE) Costs</b>	<b>2,000</b>	<b>0</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16,800</b>	<b>0</b>	<b>16,800</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18,800</b>	
<b>I. Student Assistance/Support Scholarships/fellowships, cost of education, etc.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>J. All Other Direct Costs (Attach supporting data. List items and</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,000</b>	<b>10,000</b>	<b>20,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,000</b>	
<b>K. Total Direct Costs (C through I)</b>	<b>59,041</b>	<b>59,601</b>	<b>118,642</b>	<b>46,875</b>	<b>0</b>	<b>46,875</b>	<b>97,200</b>	<b>0</b>	<b>97,200</b>	<b>29,505</b>	<b>0</b>	<b>29,505</b>	<b>28,000</b>	<b>32,752</b>	<b>60,752</b>	<b>26,800</b>	<b>15,482</b>	<b>42,282</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>287,421</b>	
<b>L. Indirect Costs If Applicable</b>	<b>15,351</b>	<b>15,496</b>	<b>30,847</b>	<b>12,188</b>	<b>0</b>	<b>12,188</b>	<b>25,272</b>	<b>0</b>	<b>25,272</b>	<b>7,671</b>	<b>0</b>	<b>7,671</b>	<b>7,280</b>	<b>8,516</b>	<b>15,796</b>	<b>6,968</b>	<b>4,025</b>	<b>10,993</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>74,729</b>	
<b>M. Total Direct and Indirect Costs (J plus K)</b>	<b>74,392</b>	<b>75,097</b>	<b>149,489</b>	<b>59,063</b>	<b>0</b>	<b>59,063</b>	<b>122,472</b>	<b>0</b>	<b>122,472</b>	<b>37,176</b>	<b>0</b>	<b>37,176</b>	<b>35,280</b>	<b>41,268</b>	<b>76,548</b>	<b>33,768</b>	<b>19,507</b>	<b>53,275</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>362,150</b>	
<b>N. Other</b>																							
<b>O. Total Amount of This Request</b>	<b>74,392</b>	<b>75,097</b>	<b>149,489</b>	<b>59,063</b>	<b>0</b>	<b>59,063</b>	<b>122,472</b>	<b>0</b>	<b>122,472</b>	<b>37,176</b>	<b>0</b>	<b>37,176</b>	<b>35,280</b>	<b>41,268</b>	<b>76,548</b>	<b>33,768</b>	<b>19,507</b>	<b>53,275</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>362,150</b>	

## Planning Appendix C

Match	
State of Nebraska Department of Economic Development Annual Update/Maintenance Fee \$11,963 and 9 licenses per site at \$875 - \$7,875.	19,838
NITC Grant to UNL- 26-6343-0262-001 - \$15,000 will be used to support an Intern to work with the project and the remaining monies will be used for mileage for 8 facilitators to attend a day long training on the Websites for Growth process and travel support for the facilitators to work with 8 communities.	23,500
UNL Employee Connie Hancock (25% Year 1, 15% Year 2 less amount paid grant)	35,069
State of Nebraska NITC employee Anne Byers (5% year one)	7,574
UNL Employee Charlotte Narjes (25% year 1, 20% year 2 less amount paid grant)	18,081
	104,062

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

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

SOLICITATION NUMBER	RELEASE DATE
<b>RFP 3008Z1</b>	<b>August 13, 2009</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>September 14, 2009, 2:00 p.m. Central Time</b>	<b>Todd Dlouhy</b>

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

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 3008Z1 for the purpose of selecting a qualified contractor to provide Broadband Data Collection and Mapping Services.

Written questions are due no later than August 21, 2009, and should be submitted via e-mail to [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov). Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original, ten (10) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:  
<http://www.das.state.ne.us/materiel/purchasing/>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

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

COMPLETE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

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

TYPED NAME & TITLE OF SIGNER: \_\_\_\_\_

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## GLOSSARY OF TERMS

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

**Addendum:** Something added or deleted.

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

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

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

**Amendment:** Written correction or alteration.

**American Recovery and Reinvestment Act of 2009:** (Recovery Act) Public Law No. 111-5 (February 17, 2009).

**APRU:** The average revenue per user as defined by the Technical Appendix of the Notice of Funds Availability released by the National Telecommunications and Information Administration.

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

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Best and Final Offer (BAFO):** A second-stage bid in a public procurement for services.

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

**Bid Bond:** A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

**Bidder:** Any person or entity submitting a competitive bid response to a solicitation.

**Broadband:** Data transmission technology that provides two-way data transmission to and from the Internet with advertised speeds of at least 758 kilobits per second (kbps) downstream and at least 200 kbps upstream to end users, or providing sufficient capacity in a middle mile project to support the provision of broadband service to end users within the project area.

**Broadband Data Improvement Act:** (BDIA) Public Law No. 110-385, 122 Stat. 4096 (October 10, 2008).

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

**Business Day:** Any weekday, excepting public holidays.

**Calendar Day:** Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with "Work Day".

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

**Commission:** The Nebraska Public Service Commission.

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

**Community Anchor Institutions:** Schools, libraries, medical and healthcare providers, public safety entities, community colleges and other institutions of higher learning.

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

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

**Contract Administration:** The Management of various facets of contracts to assure that the contractors total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

**Contract Management:** Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

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

**Conversion Period:** A period of time not to exceed six (6) months, during which the State converts to a new Operating System under "Conversion" as per this RFP.

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

**CPU:** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

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

**Deviation:** Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

**Documentation:** The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

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

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

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

**Federal Appropriation:** State Broadband Data and Development Grant funds made available to the State of Nebraska for a specific purpose. Federal money set apart for a specific use.

**F.O.B. Destination:** Free on Board. The delivery charges have been included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

**Installation Date:** The date when the procedures described in "Installation by Contractor, and Installation by State", as found in the RFP, are completed.

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

**Licensed Software:** Any and all software and documentation by which the State acquires or is granted any rights under the contract.

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

**Match:** Cash or in-kind contributions of twenty percent (20%) of the total cost of the project. Federal funds may not be used as matching funds as except as provided by federal statute. In-kind contributions, including third party in-kind contributions are non-cash donations to a project that may count toward satisfying the non-federal matching requirement of a project's total budget. In-kind contributions must be allowable project expenses.

**May:** Denotes discretion.

**Module:** A collection of routines and data structures that perform a specific function of the Licensed Software.

**Must:** Denotes the imperative, required, compulsory or obligatory.

**NOFA:** Notice of Funds Availability. The public notice and solicitation of applications released by the National Telecommunications Information Administration on July 8, 2009 and the clarification to the Technical Appendix published on August 7, 2009, for the State Broadband Data and Development Grant Program containing the guidelines for states seeking grants for broadband mapping and containing the requirements for the use and collection of broadband data under this program.

**NTIA:** The National Telecommunications and Information Administration in the United States Department of Commerce. The agency charged with carrying out the Broadband Data Improvement Act and administering the State Broadband Data and Development Grant Program.

**Opening Date:** Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with "Release Date".

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

**Outsourcing:** Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State's Licensed Software on the State's CPU's, programming, and/or executing the State's programs and Licensed Software on the contractor's CPU's or any mix thereof.

**Outsourcing Company:** A company that provides Outsourcing Services under contract to the State.

**Performance Bond:** A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

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

**Product:** A module, a system, or any other software-related item provided by the contractor to the State.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any "Critical Program Error."

**Program Set:** The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total of all software, documentation, and services to be provided by the contractor under this contract.

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

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

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

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

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the contractor.

**Release Date:** Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with "Opening Date".

**Renewal:** Continuance of a contract for an additional term after a formal signing by the parties.

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

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

**Responsible Bidder:** A bidder who has the capability in all respects to perform fully all requirements with integrity and reliability to assure good faith performance.

**Responsive Bidder:** A bidder who has submitted a bid which conforms in all respects to the solicitation document.

**Rural Area:** An area not located within a city, town, or incorporated area that has a population greater than 20,000 inhabitants, or an urbanized area contiguous and adjacent to a city or town that has a population greater than 50,000 inhabitants.

**Shall:** Denotes the imperative, required, compulsory or obligatory.

**Should:** Indicates an expectation.

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

**Solicitation Document:** Request for Proposal.

**Specifications:** The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

**State Broadband Data and Development Grant Program:** A competitive, merit-based matching grant program that effects the joint purposes of the Recovery Act and the BDIA by funding projects that collect comprehensive and accurate state-level broadband mapping data, develop state-level broadband maps, aid in the development and maintenance of a national broadband map, and fund statewide initiatives directed at broadband planning.

**System:** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the contractor as functioning or being capable of functioning as an entity.

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

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

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that; (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Underserved:** An area composed of one or more contiguous census blocks in which no more than fifty percent (50%) of households in the service area have access to facilities-based terrestrial broadband service; or no fixed or mobile broadband service provider advertises broadband transmission speeds of at least three megabits per second (mbps) downstream in an area or the rate of broadband subscribership for the area is forty percent (40%) of households or less.

**Unserved:** An area composed of one or more contiguous census blocks where at least ninety percent (90%) of households in the service area lack access to facilities-based terrestrial broadband service, either fixed or mobile, at the minimum transmission speed of 768 kilobits per second (kbps) downstream and at least 200 kbps upstream to end users.

**Upgrade:** Any improvement or change in the Software that improves or alters its basic function.

**Vendor:** An actual or potential contractor; a contractor.

**Will:** Denotes the imperative, required, compulsory or obligatory.

## I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 3008Z1 for the purpose of selecting a qualified contractor to provide Broadband Data Collection and Mapping Services.

Contract award must be finalized ten business days from Letter of Intent to Contract. Failure by vendor to finalize a contract within this time frame may result in rejection of vendor's proposal response.

A contract resulting from this Request for Proposal will be issued effective from the contract award through June 30, 2011, with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by all parties.

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

### A. SCHEDULE OF EVENTS

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

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	August 13, 2009
2.	Last day to submit written questions	August 21, 2009
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	August 28, 2009
4.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	September 14, 2009  2:00 PM Central Time
5.	Review for conformance of mandatory requirements	September 14, 2009
6.	Evaluation period	September 14, 2009
7.	Post "Letter of Intent to Contract" to Internet at: <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	September 25, 2009
8.	Performance bond submission	To be determined
9.	Contract award	October 9, 2009
10.	Contractor start date	October 9, 2009

## II. PROCUREMENT PROCEDURES

### A. PROCURING OFFICE AND CONTACT PERSON

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

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

OR

Address: P.O. Box 94847  
Lincoln, NE 68509  
Telephone: 402-471-2401  
Facsimile: 402-471-2089  
E-Mail: [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov)

### B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Broadband Data Collection and Mapping Services at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

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

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

### C. COMMUNICATION WITH STATE STAFF

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

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

The following exceptions to these restrictions are permitted:

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

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

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

**D. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 3008Z1; Broadband Data Collection and Mapping Services Questions". It is preferred that questions be sent via e-mail to [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Todd Dlouhy, showing the total number of pages transmitted, and clearly marked "RFP Number 3008Z1; Broadband Data Collection and Mapping Services Questions".

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

**E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

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

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

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

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

**F. SUBMISSION OF PROPOSALS**

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, ten (10) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, NN. Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. In addition, two (2) electronic copies of the proposal should be submitted on separate CD's and packaged as required below in Section III, NN. Proprietary Information. Any discrepancy between the written proposal and the electronic proposal will be governed by the written copy. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

**G. PROPOSAL OPENING**

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

**H. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

**I. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**J. EVALUATION OF PROPOSALS**

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Executive Summary;
2. Corporate Overview shall include but is not limited to;
  - a. the ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
  - b. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - c. whether the bidder can perform the contract within the specified time frame;
  - d. the quality of bidder performance on prior contracts;
  - e. such other information that may be secured and that has a bearing on the decision to award the contract;
3. Technical Approach; and
4. Cost Proposal.

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

**K. EVALUATION COMMITTEE**

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

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

**L. MANDATORY REQUIREMENTS**

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

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

**M. REFERENCE CHECKS**

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

**N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

**O. VIOLATION OF TERMS AND CONDITIONS**

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

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

### III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly indentifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

#### A. GENERAL

Accept  
& Initial

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

1. the signed Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor's proposal.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

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

#### B. AWARD

Accept  
& Initial

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at:  
<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at:  
<http://www.das.state.ne.us/materiel/purchasing/agencycommoditiesprocurementmanual/ProtestGrievanceProcedureForCommodities&Services.doc>

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

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

Accept  
& Initial

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

**D. PERMITS, REGULATIONS, LAWS**

Accept  
& Initial

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

**E. OWNERSHIP OF INFORMATION AND DATA**

Accept  
& Initial

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

**F. INSURANCE REQUIREMENTS**

Accept  
& Initial

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

**1. WORKERS' COMPENSATION INSURANCE**

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

**a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

**b. COMMERCIAL GENERAL LIABILITY**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

**c. COMMERCIAL AUTOMOBILE LIABILITY**

Bodily Injury/Property Damage \$1,000,000 combined single limit

d. **UMBRELLA/EXCESS LIABILITY**  
Over Primary Insurance \$1,000,000 per occurrence

**4. EVIDENCE OF COVERAGE**

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 521 S. 14th Street, Suite 104, Lincoln, NE 68508 (facsimile 402-471-2800). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

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

**G. COOPERATION WITH OTHER CONTRACTORS**

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

Accept  
& Initial

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

**H. INDEPENDENT CONTRACTOR**

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

Accept  
& Initial

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

**I. CONTRACTOR RESPONSIBILITY**

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

Accept  
& Initial

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The

contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

**J. CONTRACTOR PERSONNEL**

Accept  
& Initial

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

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

**K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

Accept  
& Initial

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**L. CONFLICT OF INTEREST**

Accept  
& Initial

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

**M. PROPOSAL PREPARATION COSTS**

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

Accept  
& Initial

**N. ERRORS AND OMISSIONS**

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

Accept  
& Initial

**O. BEGINNING OF WORK**

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

Accept  
& Initial

**P. ASSIGNMENT BY THE STATE**

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Accept  
& Initial

**Q. ASSIGNMENT BY THE CONTRACTOR**

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

Accept  
& Initial

**R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

Accept  
& Initial

**S. GOVERNING LAW**

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

Accept  
& Initial

**T. ATTORNEY'S FEES**

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

Accept  
& Initial

**U. ADVERTISING**

The contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

Accept  
& Initial

**V. STATE PROPERTY**

Accept  
& Initial

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

**W. SITE RULES AND REGULATIONS**

Accept  
& Initial

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

**X. NOTIFICATION**

Accept  
& Initial

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

**Y. EARLY TERMINATION**

Accept  
& Initial

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
  - g. contractor intentionally discloses confidential information;
  - h. contractor has or announces it will discontinue support of the deliverable;
  - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

**Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

Accept  
& Initial

**AA. BREACH BY CONTRACTOR**

Accept  
& Initial

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**BB. ASSURANCES BEFORE BREACH**

Accept  
& Initial

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**CC. PERFORMANCE BOND**

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be twenty percent (20%) of the contract amount. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

**DD. FORCE MAJEURE**

Accept  
& Initial

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**EE. PROHIBITION AGAINST ADVANCE PAYMENT**

Accept  
& Initial

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

**FF. PAYMENT**

Accept  
& Initial

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

**GG. INVOICES**

Accept  
& Initial

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**HH. AUDIT REQUIREMENTS**

Accept  
& Initial

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

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

**II. TAXES**

Accept  
& Initial

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

**JJ. INSPECTION AND APPROVAL**

Accept  
& Initial

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**KK. CHANGES IN SCOPE/CHANGE ORDERS**

Accept  
& Initial

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

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

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

**LL. SEVERABILITY**

Accept  
& Initial

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**MM. CONFIDENTIALITY**

Accept  
& Initial

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**NN. PROPRIETARY INFORMATION**

Accept  
& Initial

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for

submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

Accept  
& Initial

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**PP. PRICES**

Accept  
& Initial

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

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

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

**QQ. BEST AND FINAL OFFER**

Accept  
& Initial

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**RR. ETHICS IN PUBLIC CONTRACTING**

Accept  
& Initial

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

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

**SS. INDEMNIFICATION**

Accept  
& Initial

**1. GENERAL**

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

**TT. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

Accept  
& Initial

Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility>, and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

**UU. ANTITRUST**

Accept  
& Initial

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**VV. DISASTER RECOVERY/BACK UP PLAN**

Accept  
& Initial

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

**WW. TIME IS OF THE ESSENCE**

Accept  
& Initial

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

**XX. RECYCLING**

Accept  
& Initial

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

**YY. DRUG POLICY**

Accept  
& Initial

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

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

##### **A. PROJECT OVERVIEW**

The State is seeking a contractor that is capable of assisting the Commission by collecting data from broadband service providers and subsequently mapping the data using a geographic information system (GIS). The State will use the responses to this RFP to support its mapping application under the NTIA mapping grant program for the state of Nebraska. Contractor's work on the mapping project must be completed accordance with the terms of the NOFA released by NTIA on July 8, 2009 and the clarification to the Technical Appendix published on August 7, 2009 which are attached to this RFP and incorporated herein. Any changes or clarifications issued to the NOFA prior to September 13, 2009 should be included in the Bidders RFP. If necessary any subsequent NOFA changes will be addressed during contract negotiations.

The goal of the project is to collect comprehensive and accurate state-level broadband mapping data, develop state-level broadband GIS maps, and supply the data to the NTIA and the state of Nebraska, for the development and maintenance of a national broadband map. The Contractor will be required to collect, analyze, store, retrieve, and report highly precise broadband datasets, maps and data in a financially sustainably way.

An overall understanding of broadband technologies and standards such as Digital Subscriber Loop (DSL), WiMAX, power line communications, satellite, cable modem, fiber to the premise, white space frequencies, etc. is required. The Contractor will be working with the various providers of broadband service within Nebraska to gather the appropriate data.

Nebraska covers an area of 77,358 square miles (Nebraska Blue Book) and has a population of 1,783,432 comprised of 786,334 households (U.S. Census Bureau 2008 estimates NST-EST2008-01 and HU-EST2008-01). The Federal Communications Commission report "Local Telephone Competition: Status as of June 30, 2008" released July 23, 2009 has estimated there were 880,070 end user switched access lines within the state. Data reported to the FCC on Form 477 for the period ending June 2008 identifies 83 providers of broadband service in Nebraska.

##### **B. SCOPE OF WORK**

A bidder's response to this RFP must include the following:

1. Broadband Mapping, Maintenance and Updates:
  - a. A plan for the collection of comprehensive and verifiable broadband data consistent with the standards in the Technical Appendix attached to the NOFA released on July 8, 2009 and the clarification to the Technical Appendix published on August 7, 2009 by NTIA, that will be accessible and clearly presented to NTIA, the public, and state and local governments without unduly compromising data or the protection of confidential information;
  - b. A workable and sustainable framework for repeated updating of data;
  - c. The feasibility of the collection and mapping projects will be demonstrated by the bidder through a reasonable and cost-efficient proposal showing the bidder's capacity, knowledge, and experience; and
  - d. A timeline for expedient delivery of data and completion of the mapping project shall be provided by the bidder consistent with the terms of the NOFA.

### **C. DELIVERABLES**

This initiative seeks to impact broadband deployment and penetration in order to enhance economic development, healthcare, education, tourism, public health and safety, government efficiency, conservation and state parks and quality of life for Nebraska's citizens.

The Bidders are required to describe their approach to the following categories of work and describe the resources and capabilities they would employ to accomplish each. A successful bidder will have provided a detailed work plan that demonstrates the bidder's ability to provide deliverables which comply with the Technical Appendix of the NOFA in a timely and cost-efficient manner and include, but are not limited to:

1. Partnership Development/Stakeholder Management
  - a. Bidder must facilitate a public/private partnership of appropriate stakeholders that will provide an environment for collaboration to support the mission of expanding broadband coverage across Nebraska.
  - b. Bidder must engage a broad set of interest group stakeholders.
  - c. Bidder must establish a confidential, non-disclosure agreement with commercial or public providers which meets but does not exceed the requirements set forth in the NOFA.
  - d. Bidder must agree to provide the Commission with assistance in supplementing or modifying its application to NTIA as needed.
  
2. Mapping/Research/Benchmarking
  - a. Bidder must present a plan and detail cost estimates for the procurement of the necessary elements, including recommended hardware configuration, for the hosting of data at a physical location determined by the Commission, and establishing a web presence which integrates the collected data.
  - b. Bidder must gather data at the level required by the NOFA.
  - c. Bidder must describe in detail the methods for verifying the accuracy of the data collected.
  - d. Bidder must provide GIS layered mapping of current infrastructure, indicating, at a minimum, the transmission speeds and levels and types of service in an electronic form in a data format compatible with Environmental Systems Research Institute, Inc (ESRI) software.
  - e. Bidder must identify through GIS layered mapping the areas of the state classified as Underserved and Unserved as defined in this RFP and by the NTIA.
  - f. Bidder must provide data on broadband availability specifically related to Community Anchor Institutions in the state.
  - g. Bidder must present a plan for the repeated updating of data consistent with the terms of the NOFA.
  - h. Bidder must present a plan for making non-proprietary data accessible to other state agencies.
  
3. Marketing and Communications
  - a. Bidder must provide a plan to make the collected data accessible to the public, government, and research community in an easily understood manner.

#### 4. Project Review

- a. The quality of service will be subject to review by the Commission at any time.
- b. The State may terminate the contract, in whole or in part, in the event that the Commission's application for grant funds from the State Broadband Data Development Grant Program is denied or the in-kind state match funding contained in the application for federal funds is rejected by the NTIA. The State's obligation to pay is contingent upon the availability of funds from the State Broadband Data Development Grant Program for the contract. Should said funds not be made available to the Commission, the State will immediately notify contractor with respect to those payments for the period of time for which such funds are not federally appropriated. All obligations of the State to make payments are contingent upon the approval of the Commission's grant application, in whole or in part, and the availability of funds from the State Broadband Data Development Grant Program. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

#### D. FEES, COSTS, EXPENSES

Proposals must disclose and include any and all fees, costs or expenses to be charged for the services described in the Deliverables, Section C, above. Bidders must provide a detailed cost schedule for data collection (including verification), mapping and updating. Bidder should itemize costs and expenses for the 1) collection of data; 2) the verification of data; 3) mapping of the information consistent with the technical requirements of the NOFA; and 4) updating the information in the time periods required by the NOFA.

Proposals must contain itemized costs for software and hardware associated with broadband mapping, verification, updating and maintenance for the years identified in this request. The bidder shall list the equipment needed for their proposed solution and include pricing for all systems hardware, software, and tools (including commercial off-the-shelf software). Bidders should also provide an explanation of the purpose of each component. Bidders should make the assumption that no existing technology infrastructure (with the exception of existing data center facilities and existing data/communications network services) will be utilized. The State will seek to leverage existing technology architecture for the implementation, and may obtain these resources through existing state procurement channels. These cost and expenses should be shown by calendar quarter.

The Contractor will be expected to make personnel available at Contractor's expense (including travel, housing and related costs) at such locations as may be designated by the Commission, for purposes of managing the project, marketing, training, presenting and consultation with State personnel. The Commission expects that most travel will be limited to the State of Nebraska. There is also the possibility of travel obligations to NTIA in Washington, D.C.

**E. CONTRACTOR QUALIFICATIONS**

The Bidder must provide a detailed description of the qualifications and capabilities of the Bidder to provide the State with a comprehensive broadband mapping/adoption effort as described in this RFP. The following information should be included:

**Bidder Information**

1. A copy of the nondisclosure agreement Bidder intends to use when collecting data from providers for the purpose of broadband mapping.
2. Evidence of projects in which Bidder collected data in a proprietary, non-disclosure environment.
3. A comprehensive history of previous household survey work for purposes of gathering consumer input for use in mapping/adoption efforts.

## V. PROPOSAL INSTRUCTIONS

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

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

### A. TECHNICAL PROPOSAL

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

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

#### 1. REQUEST FOR PROPOSAL FORM

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal and certifies bidder maintains a drug free work place environment.

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

#### 2. EXECUTIVE SUMMARY

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

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

#### 3. CORPORATE OVERVIEW

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

##### a. BIDDER IDENTIFICATION AND INFORMATION

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

**b. FINANCIAL STATEMENTS**

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

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

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

**c. CHANGE OF OWNERSHIP**

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

**d. OFFICE LOCATION**

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

**e. RELATIONSHIPS WITH THE STATE**

The bidder shall describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

**f. BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

**g. CONTRACT PERFORMANCE**

If the bidder or any proposed subcontractor has had a contract terminated for default during the past three (3) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past three (3) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past three (3) years, so declare.

If at any time during the past three (3) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

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

above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

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

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

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

**j. SUBCONTRACTORS**

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

1. name, address and telephone number of the subcontractor(s);
2. specific tasks for each subcontractor(s);
3. percentage of performance hours intended for each subcontract; and
4. total percentage of subcontractor(s) performance hours.

**4. TECHNICAL APPROACH**

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

- a. understanding of the project requirements;
- b. proposed development approach;
- c. A copy of the nondisclosure agreement to be used for the protection of the confidential data collected from providers;
- d. technical considerations;
- e. detailed project work plan; and
- f. deliverables and due dates.

**B. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

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

**1. PRICING SUMMARY**

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

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

**2. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

**C. PAYMENT SCHEDULE**

The payment schedule for the project is tied to specific dates and deliverables which will be further defined in the contract. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced based on the following schedule.

Estimated Date of Milestone Completion	Project Phase / Milestone
	Project Planning and Implementation
October 9, 2009	Project Award
July 1, 2010	Start of Year Two
	Hardware and Software
TBD	Delivery to Contractors Facility
TBD	Completion of Acceptance Testing at Contractors Facility
TBD	Delivery, Installation, and Acceptance testing at Commission location
	Partnership Development and Stakeholder Management
October 9, 2009	Project Award
TBD	Completion of Non-Disclosure Agreements by all Stakeholders
November 1, 2009 or TBD	Completion of Initial data collection, verification, and delivery to NTIA.
March 1, 2010	Completion of all data collection, verification and delivery to NTIA.
September 1, 2010	Completion of data update, verification, and delivery to NTIA.
March 1, 2011	Completion of data update, verification, and delivery to NTIA.
	Mapping
TBD	Completion of core GIS Layers
TBD	Integration of initial data collection into Mapping System
March 1, 2010	Integration of March 1, 2010 initial Data Collection into Mapping System
September 1, 2010	Integration of September 1, 2010 Initial Data Collection into Mapping System
March 1, 2011	Integration of March 1, 2011 Initial Data Collection into Mapping System

## Form A

### Bidder Contact Sheet

#### Request for Proposal Number 3008Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	