



**BOARD OF EDUCATION OF
DOUGLAS COUNTY SCHOOL DISTRICT 0001
(OMAHA PUBLIC SCHOOLS)**

Bid No.: 20-011

Due Date: December 17, 2019 2:00 p.m. (CT)

The Board of Education of Douglas County School District 0001 invites bids on:

LEASE FOR FIBER OPTIC LINES FOR WIDE AREA NETWORK (WAN) SERVICES

The Board of Education of Douglas County School District No. 0001 ("District") is seeking bids for an E-Rate eligible multi-year lease agreement for the installation and lease of fiber optic lines for wide area network ("WAN") services for the District to connect all of the District's facilities. In addition to this Bid, the District has posted a Form 470 to the Schools and Libraries Division of USAC's website to seek Universal Service "E-Rate" discounts for services sought by these Bid Documents. The Form 470 was posted on Monday November 11, 2019 and can be found at the following website: <https://data.usac.org/publicreports/Forms/Form470Rfp/Index>

To assure that all charges are eligible for E-Rate funding, contract renewal and expiration dates shall coincide with the start/end dates of E-Rate funding years.

Bids must be completed on the bid form enclosed. Three (3) completed copies of the bid form, and supplemental information and attachments, are to be returned to the District with original signatures by the bidder.

Any questions or requests for interpretation of this Bid must be submitted in writing and shall be submitted by e-mail to servicebids@ops.org by 2:00 p.m. CT on November 21, 2019. Answers to questions will be provided to all firms known to District to have requested the Bidding documents, without indicating which firm submitted the question.

The communications requirements have been established by the District to ensure a fair, competitive, and equitable process for all potential respondents. The email address listed above for questions is the only authorized location and representative of the District who can respond to questions regarding this Bid. Any attempt to communicate or contact any Board Member, employee, or consultant of the District on any manner having to do with any aspect of this Bid may result in disqualification of the firm as a potential supplier.

The District reserves the right to accept or reject any or all bids or any part thereof and to waive any and all technicalities and irregularities and award the contract based on its determination of the best interests of the District.

BIDS ARE DUE: December 17, 2019, 2:00 p.m. (CT)

Late bids, telephone, facsimile submissions, or E-Mail bids will not be accepted. It is the responsibility of the bidder to ensure timely delivery of the proposal. Any proposal received after the proposal closing time will be returned unopened. Unsigned proposals will be considered non-responsive and will be rejected.

The time clock maintained by the District's District Operational Services Office will be the official clock utilized to determine the time for the close of bidding.

Submit bids to the address shown below in a sealed opaque envelope or box clearly marked with the information listed below:

Bid Number: 20-011

LEASE FOR FIBER OPTIC LINES FOR WIDE AREA NETWORK (WAN) SERVICES

Deliver or mail bids to the following address:

**Omaha Public Schools
Purchasing Division
3215 Cuming Street
Omaha, Nebraska 68131**

1.0 INFORMATION TO BIDDERS

1.1 GENERAL INFORMATION

The purpose of this bid is to select a vendor to lease to the District fiber optic cable to provide wide area network (“WAN”) connectivity for all District facilities (“Facilities”) through a lease agreement with the successful bidder (“Lease”). The bid documents allow the bidder to submit bids to provide connectivity to all Facilities by July 1, 2020, or to specified Facilities by July 1, 2020, and the remainder of the Facilities by July 1, 2021. Bidders can provide prices for: (1) full connectivity by July 1, 2020 (“Non-Staged Installation”); (2) staged connectivity, with the first stage to be completed by July 1, 2020, and final stage completed by July 1, 2021 (“Staged Installation”); or (3) for both situations. For both Non-Staged and Staged Installations, the Lease will be for a multi-year period with a term of five (5) years with additional two (2) one (1) year options to be exercised at the sole discretion of the District.

The Lease will also require the successful bidder to install and maintain 12-strand fiber optic lines (dark or lit, and if lit with two (2) lit and ten (10) dark fibers) (“Fiber”) in each Facility and to the District's internet service provider. The services provided by the successful bidder must be E-Rate eligible. The successful bidder's solution must comply with the Children's Internet Protection Act so that the District will continue to qualify for Universal Service Fund E-rate discounts.

1.2 BID COMPLETION AND SUBMISSION

1.2.1 Bidding documents may be obtained from the Office of District Operational Services, 3215 Cuming Street, Omaha, Nebraska 68131. All bid proposals must conform to the requirements of the bid documents, and must contain all information requested. Bids should be prepared simply, providing a straightforward, concise response to information requested. The bid proposal should be organized in the same manner as the information requested in the bid documents. All required attachments and documents requested should be included in the bid proposal. Brochures and other promotional literature that are not specifically required by the bid documents should not be included with the bid proposal. Bidders must provide a complete list of references as required by the bid documents. Any reservations, qualifications or exceptions to the requirements of the bid documents that are not permitted by the bid documents may be grounds for rejection of the bid proposal. Any bid received after the deadline for submission of bids will be rejected and returned to the bidder unopened. The District's time stamp clock, maintained in the office of the Chief Operations Officer, shall be the official clock for purposes of determining when the deadline for bid submission has been reached.

1.2.2 This bid document is incomplete without Sections 1.0 to 1.11 (Information to Bidders); Section 2.0 to 2.28 (Lease Provisions); Sections 3.0 to 3.15 (Installation and Services Requirements); Attachments “A”, “B”, “C”, “D”, “E”, “F”, “G”; and the Bid Proposal form. Bids must be prepared on the **unaltered** bid proposal form, with all required information provided and all pertinent blank spaces completed. The bid must include all attachments required by the bid documents. Bidders must acknowledge on their bid form

receipt of all bid addenda issued by the District. The bid must be submitted in a sealed opaque envelope or box with the bid name, bid number, and the date and time of the deadline for submitting bids clearly noted on the exterior of the envelope or box.

E-Mail, facsimile, or telephone bids will not be accepted. Any incorrect or incomplete bids or any bid not complying with the bidding documents may be rejected by the School District.

1.2.3 Only one bid may be submitted by each bidder. Each bidder will submit three (3) copies of the bidder's bid. Each copy will be placed in a new one (1") inch or larger binder. The bid must be organized in the following manner:

1. Completed and signed bid form
2. Completed Attachments

The District prefers that the binder include divider tabs to assist District reviewers in locating materials in the bid response.

1.2.4 In making a bid, bidder represents that bidder has read the bid documents, that the bid proposal is submitted in accordance therewith, that the bidder is eligible to submit this bid, that the information in the bid proposal is accurate, that the bidder can meet the requirements stated in the bid documents, that the bidder is familiar with the local conditions under which the work is to be performed, and will enter into a lease agreement with the District as set forth in the bid documents.

1.2.5 The bid proposal shall include the legal name of the bidder and shall identify the bidder as a corporation, limited liability company, partnership, proprietorship or other legal entity, and shall identify the state of organization. The bid proposal must be signed by a person with legal authority to bind the bidder to a contract. A bid signed by an agent must have a current power of attorney attached. Bidder's signature on a bid proposal constitutes a representation to the District that the amounts quoted in the bidder's bid proposal have been arrived at without collusion with other bidders and that the bidder has not engaged in other activity that would tend to preclude the District from obtaining the lowest possible competitive price.

1.2.6 Bidders must state in the bid proposal the total up-front, non-recurring costs and the monthly lease payments for each District facility; the portion of the total costs that are attributable to the dark fibers; the percentage over bidder's direct costs that will be used to determine the markup of any equipment needed to increase bandwidth; and all other information necessary for the District to evaluate the total cost of the WAN, including but not limited to infeasible rights of use ("IRU") payments, and any equipment, maintenance, or operation costs associated with lighting leased dark fiber.

The up-front costs and the lease payments shall be the total cost to the District for the installation, operation, maintenance, repair and replacement of the WAN facilities and services required by the bid documents, and shall include the cost for all labor, materials, SFPs, operating costs, maintenance and repair costs and the cost of all permits, licenses, right-of-way costs, applicable taxes, Universal Service Fund (USF) fees and regulative fees of any nature. The District shall not be responsible for any cost not identified in the bidder's bid proposal.

Bidders may submit a bid for: (1) full connectivity by July 1, 2020; (2) staged connectivity, with the first stage to be completed by July 1, 2020, and final stage completed by July 1, 2021; or (3) for both situations. Bidders shall also include with the bid proposal, as Attachment G, a summary of the Bidder's proposed design of the WAN.

1.2.7 The signed bid proposal shall be enclosed in a sealed opaque envelope or box, addressed to Omaha Public Schools Purchasing Division, 3215 Cuming Street, Omaha, Nebraska 68131. The envelope or box shall contain on the outside the name and address of the Bidder and shall have noted clearly on the outside of the envelope or box the words: "Bid # 20-011 Bid for Lease For Fiber Optic Lines for Wide Area Network (WAN) Services."

1.3 SCHOOL DISTRICT'S RIGHT

1.3.1 The District reserves the right to accept or reject any or all bids or any part thereof and to waive any and all technicalities and irregularities.

1.3.2 The District reserves the right to request a current financial statement as evidence of the bidder's financial stability. This information will contain a statement on whether the financial statement is internally prepared or has been prepared by an independent accounting firm, and whether bidder is subject to regular financial audits. An internally prepared financial statement must also be certified as accurate in all material respects by an officer or authorized employee of the bidder.

1.4 COLLUSIVE BIDDING

The bidder's signature on the Bid form is bidder's guarantee that bidder's prices have been arrived at without collusion with other eligible bidders and without any effort to preclude the District from obtaining the lowest competitive price.

1.5 E-RATE COMPLIANCE

The District intends to apply for E-Rate discounts for the WAN services to be provided under the Lease. The successful bidder must provide a valid Service Provider Identification Number issued by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company. This bid will only be awarded to a provider who is currently registered with the SLD and has not been suspended or disbarred from participating by the Federal Communications Commission. Any bids submitted must have the valid SPIN prominently displayed on bid documents along with the Service Provider Contact Information. Bidder must complete, sign, date and return the E-rate Certification page (Attachment B). The successful bidder agrees to provide the District with any discounts, including any accrued credits, for which the District is eligible under the Universal Service Fund for school telecommunications equipment and services. Bidder will, at its expense, prepare and file all carrier documents and reports required for the District to receive the benefit of such discounts and credits.

1.6 BID DUE DATE AND OPENING OF BIDS

The bid due date is 2:00 p.m. (CT) on Tuesday, December 17, 2019. Bid proposals must be received on or before that time and date at the following location:

Omaha Public Schools
Purchasing Division
3215 Cuming Street
Omaha, Nebraska 68131

Bid proposals received after the time specified will not be considered. The time clock maintained by the District's District Operational Services Office will be the official clock utilized to determine the time for the close of bidding. Bidders are responsible for the means of delivery of bid proposals to the District, and late delivery or mail delay will not be considered as an excuse for late submission of a bid proposal. Bids will be opened publicly and read aloud at the close of bidding at the District Operational Services Office, Omaha Public Schools, 3215 Cuming St., Omaha, Nebraska.

1.7 BID TABULATIONS

Notes may be taken at the public reading of the bids at the specified time and date of the opening, or a personal inspection may be made of the bids after award has been made and documents are placed in central files. In lieu of a visit, a tabulation of an awarded bid may be obtained by a written request including the bid number, a self-addressed envelope, and a check for \$5.00 for the first 20 pages and \$.25 for each additional page over 20 pages, (do not send cash), payable to Douglas County School District 0001, for each bid tabulation requested. The request may be included with a bid or mailed to the Purchasing Division of the School District.

1.8 MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the deadline for submission of bids, any bidder may modify or withdraw its bid only by notification to the District Operational Services Office of the District. Such notice must be in writing and signed by the bidder. Modification of a bid may only be accomplished by a withdrawal of the bid and re-submission of the modified bid in full compliance with the requirements for submission of bids and prior to the deadline for submission of bids. After opening of bids, the bids shall remain open and subject to acceptance by the District for ninety (90) days and may not be withdrawn or modified prior to the expiration of such ninety (90) day period.

1.9 BID EVALUATION

The District will consider the following factors (among others) in determining the successful bidder. By submitting bid proposals, bidders agree and understand that the contract will be awarded based on the compliance of the bid proposal to the requirements of the bid documents, and the service proposed to be provided, the ability of the bidder to provide the required service and not solely on pricing. All complying bids that are received will be evaluated by District staff and a recommendation for award of the bid will be submitted to

the District's Board of Education for review and action. The Board of Education will determine the bid award. The following objectives, and such other considerations as the District staff may determine to be relevant, will be used to determine the recommendation of the successful bidder to the Board of Education:

1. Total cost of bid, including up-front installation costs and lease payment amounts.
2. Cost-effectiveness of leasing dark fiber or lit fiber.
3. Ability of Bidder to meet School District service implementation schedules.
4. Ability of Bidder to meet or exceed the requirements as set forth in the bidding documents.
5. Whether Bidder is currently registered with the School and Library Division of the Universal Service Administrative Company and has not been disbarred or suspended from participating.
6. Bidder's compliance with bidding documents.
7. Ability of bidder to adhere to service cut over dates and existing contract expiration considerations.
8. Bidder's references.
9. Financial stability of Bidder.
10. Clear and understandable Bidder invoices.

As a part of the bid evaluation process, the School District may request that one or more bidders make presentations at the Teacher Administrative Center to the District personnel evaluating the bid proposals, to explain the WAN design proposed by such bidders and respond to any questions that the District may have regarding the bidder's bid proposal. Bidders shall be solely responsible for all costs and expenses related to such presentations.

1.10 BID AWARD

The successful bidder shall be notified by the District of the award of the bid. The District and the successful bidder shall enter into a lease agreement prepared by District, which will incorporate by reference these Bid Documents, and the terms of the bidder's bid proposal that are not inconsistent with the Bid Documents ("Lease"). The Lease may also include acceptance testing, milestone payments, cost containment provisions, security requirements, default and termination provisions and other provisions consistent with District practices.

1.11 ADDITIONAL INFORMATION

No oral interpretations will be made to any bidder as to the meaning of bid requirements and specifications or other bid documents. All questions and requests for an interpretation of the bid documents shall be made in electronic format no later than Thursday November 21, 2019, 2:00 p.m. CT, and addressed to:

servicebids@ops.org

A written response will be then sent to all identified bidders.

2.0 GENERAL PROVISIONS

2.1 GENERAL

The lease ("Lease") between the District and the successful bidder ("Lessor") will include all of the terms and conditions in the Bid Documents as well as the Lessor's bid proposal. In the event of a conflict between Lessor's bid proposal and the remainder of the bid documents that are a part of the Lease, then the remainder of the bid documents shall control. Lessor shall install 12-strand fiber optic lines (dark or lit, and if lit with two (2) lit and ten (10) dark fibers)("Fiber") and necessary equipment (collectively "WAN Facilities") at each District facility listed in the bid proposal form in the manner as set forth in the Installation and Service Requirements that are a part of the Bid Documents ("Facilities" and each a "Facility").

2.2 TERM

For both Non-Staged and Staged Installations and subject to earlier termination as provided in the Lease, the term of the Lease shall begin on July 1, 2020 and shall expire on June 30, 2025. The District shall have the right to extend the term of the Lease for two (2) additional one (1) year terms by providing notice to Lessor before the expiration of the then current Lease term.

2.3 LEASE PAYMENTS

2.3.1 Lease payments shall be made monthly for all active Facilities during the Lease term and any extensions thereof. The amount of monthly lease payments for each active Facility shall be set in advance and identical on a month-to-month basis and shall not increase over the Lease term. Lease payments for partial months shall be prorated. No late fees will be assessed to the District for any late payment. The District reserves the right to stop leasing Fiber to any Facility at any time without terminating the Lease and to add Fiber to additional Facilities under the Lease. In the event District stops leasing Fiber to a Facility, the District's total Lease payment shall be reduced by the amount of the Lease payment associated with that specific Facility in the Lessor's bid proposal. The adjustments in the District's Lease payments for adding Fiber to additional facilities shall be consistent with the rates so specified in the Lessor's bid proposal. Any up-front installation costs for additional facilities shall also be at the rate specified in the Lessor's bid proposal.

2.3.2 Lessor's bid proposal provides for either all WAN Facilities be installed and operating in all Facilities by July 1, 2020 ("Non-Staged Installation"), or that WAN Facilities be installed and operating in designated Facilities (e.g., High Schools, Middle Schools and Administrative facilities) by July 1, 2020, and installed and operating in the remainder of the Facilities by July 1, 2021 ("Staged Installation").

2.3.3 For a Non-Staged Installation, monthly Lease payments shall commence on July 1, 2020, for all such Facilities in which the WAN Facilities are installed and operating, and will also, on that date, pay all non-recurring installation costs for such Facilities. No Lease

payment and no non-recurring installation cost payment shall be made for any Facility in which the WAN Facilities are not installed and operating by July 1, 2020. In addition to non-payment, Lessor shall be subject to additional charges for not achieving the July 1, 2020, completion date for each Facility as described in Section 3.15. It is anticipated that fiber optic cable will be installed in some Facilities prior to the required July 1, 2020, however, no Lease payments or payment of non-recurring installation costs will be made prior to July 1, 2020, even if fiber optic cable is installed in any Facility prior to July 1, 2020.

2.3.4 For a Staged Installation, monthly Lease payments shall commence on July 1, 2020, for the Facilities designated and agreed to by the District in Lessor’s bid response to be installed and operating by July 1, 2020 (“Stage 1 Facilities”), and will also pay the non-recurring installation costs or those Stage 1 Facilities. Lease payments and payment of non-recurring installation costs for the remaining Facilities will begin on July 1, 2021. No lease payment or payment for non-recurring installation costs shall be made for any Facility in which the WAN Facilities are not installed and operating by July 1, 2020 (for Stage 1 Facilities), or July 1, 2021 (all other Facilities). In addition to non-payment, Lessor shall be subject to additional charges for not achieving the stated completion date for each Facility as described in Section 3.15. It is anticipated that fiber optic cable will be installed in some Facilities prior to the required July 1, 2020, or July 1, 2021, dates, however, no Lease payments or payment of non-recurring installation costs will be made prior to July 1, 2020, or July 1, 2021, as applicable.

2.4 FEDERAL TAXES

Where Federal statutes exempt the District from the payment of excise or manufacturer’s taxes on materials or equipment, the Lessor shall exclude the amount of any applicable Federal excise or manufacturer’s taxes from its bid. The District will furnish the Lessor, on request, the necessary exemption certificates to aid the Lessor in the recovery of any such taxes paid.

2.5 STATE AND CITY TAXES

The District, as a political subdivision, is exempt from the payment of state and city sales taxes, and no such taxes should be included in any amounts to be paid by the District under this Agreement. The District’s tax exemption number is 5-0597767.

2.6 TARIFFS AND DUTIES

All applicable tariffs or duties, including penalties and interest, on any aspect of the WAN shall be paid by the Lessor.

2.7 NO ADDITIONAL CHARGES

The non-recurring installation cost and the Lease payments specified in the Lessor's bid proposal for the applicable term of the Lease shall be the only charges to the School District for

the installation of the leased fiber optic cable, any equipment and the operation of the fiber optic cable, and for all maintenance, repair and replacement of any portion thereof.

2.8 PERFORMANCE OF THE LEASE OBLIGATIONS

Lessor shall perform all duties hereunder in a good and professional manner and in compliance with all applicable laws, ordinances, and regulations (“Laws”).

2.9 COMPLIANCE WITH LAWS

The Lessor, in performance of the installation and maintenance work and in the furnishing of the leased fiber optic cable as called for in the Lease, will comply with all Laws. Lessor shall at its own expense secure any and all licenses, permits, or certificates that may be required to install operate and maintain the fiber optic cable and related equipment to provide WAN connectivity under the Lease. At Lessor's own expense and at no cost to District, Lessor shall make any change, alteration, or modification that may be necessary which arise out of Lessor's failure to comply with Laws.

2.10 USE OF SUBCONTRACTORS

Lessor shall disclose as part of its bid any and all subcontractors intended to be used for this Lease, including how the District will be guaranteed performance by the subcontractor. The District reserves the right to review any subcontractors that the Lessor intends to use for this Lease. The District shall require any approved subcontractor to meet all requirements. Subcontractors selected by the approved Lessor will be the direct responsibility of such Lessor and not that of the District. Lessor will be responsible for the acts and omissions of its subcontractors with respect to their activities under the Lease and for coordinating and managing the activities of its subcontractors.

2.11 USE OF SCHOOL DISTRICT PREMISES

Except as expressly permitted by the Lease, the Lessor shall not use any equipment, facilities or other structures or improvement located on property of the District, whether such equipment, building or other structure or improvement is owned by Lessor or by the District, for the provision of services to Lessor's customers other than the District, without the prior written approval of the District. This provision does not apply, however, to utility easements previously granted by the District.

2.12 NON-DISCRIMINATION

Lessor agrees that Lessor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended by the Equal Opportunity Act of 1972, all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to that title, the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information

Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. Lessor agrees no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which District receives federal financial assistance from the Department; and hereby gives assurance that Lessor will immediately take any measures necessary to effectuate this Agreement. Lessor further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment. Lessor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by Lessor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Lease.

2.13 LESSOR'S LIABILITY INSURANCE

At all times during the term of the Lease, the Lessor shall maintain and pay all premiums on the following insurance coverages. This insurance shall be written in accordance with the limits of liability specified as part of this Contract as outlined as follows and shall be written on an occurrence basis only. The District shall be named as an additional insured on all liability insurance policies.

Employer's Liability

\$500,000 per accident
\$500,000 disease, policy limit
\$500,000 disease, each employee

Commercial General Liability

Bodily injury and property damage liability
\$1,000,000 for both bodily injury and property damage
Coverage shall include completion operations, broad form property damage, and personal injury and advertising liability coverage.

Automobile Liability Insurance

Bodily injury and property damage liability
\$1,000,000 combined single limit

Cyber Liability Insurance

\$2,000,000.00 per occurrence
Coverage shall include losses arising out of or in connection with a data breach, security incident or privacy violation

Excess Liability

\$2,000,000 limit of liability

The foregoing insurance can be provided by any combination of base and excess liability coverages and shall be primary and non-contributory. Liability coverages must be on an occurrence basis. The District shall be named as an additional insured on all such policies. The policies shall be endorsed to provide that the District shall receive at least 30 days' prior notice of any non-renewal, cancellation, material modification, or any reduction in coverages or coverage amounts. The Lessor will provide certificates to the District evidencing such coverages. Lessor shall require in subcontracts with any subcontractors that such subcontractors maintain the same insurance coverages required of Lessor herein.

2.14 WORKERS' COMPENSATION

Lessor shall maintain at its own expense Workers' Compensation Insurance coverage, covering the obligations of the Lessor in accordance with the provisions of the laws of the State of Nebraska or the laws of the state where the work is being performed. In case any work is subcontracted, the Lessor shall require subcontractors similarly to provide such insurance covering the subcontractor's obligations to his employees. Lessor shall furnish the District with a certificate on or before the date the Lease is signed, that such Lessor is covered by Worker's Compensation Insurance for protection of their employees as required by law.

2.15 WORKER VERIFICATION

If the Lease requires physical performance of services in the State of Nebraska, as determined under state law, the Lessor shall be required to register with and utilize an electronic verification system or program, whether the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, now known as the "E-Verify Program" or an equivalent federal program designated by the Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Lessor shall contractually require all subcontractors performing work under this Lease to also register and utilize such electronic verification system. The Lessor awarded the bid and all of such contractor's subcontractors shall use such electronic verification system to determine the work eligibility status of each new employee physically performing any services within the State of Nebraska under the Lease. Any person whom the electronic verification system determines is ineligible or not authorized to work in the United States shall not be permitted by Lessor nor any subcontractor to perform services in Nebraska under this Lease. Lessor shall provide such reasonable documentation as District may request from time to time during the performance of this Lease and for five (5) years thereafter documenting compliance with the provisions of this Section. Failure to comply with the provisions of this Section shall constitute a default under the Lease with the District.

2.16 E-RATE REQUIREMENTS

The District intends to apply for E-Rate discounts for eligible services relating to the services provided by Lessor on an annual basis. Lessor shall at all times be in full compliance with all current requirements and future requirements issued by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) for participation in the E-

Rate program throughout the Lease term and any extensions. Lessor will cooperate with the District to maximize the discounts available to the District under the E-Rate program.

2.16.1 Eligibility of Goods and Services. Goods and services provided shall be clearly designated as “E-rate Eligible.” In the event there are any Non-Eligible goods and services, they shall be clearly called out as non-eligible or shall be “cost-allocated” to show the percentage of eligible costs per SLD guidelines.

2.16.2 E-Rate Funding Year Time Frame. The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “signing date”, goods and services requested in these bid documents shall be delivered no earlier than the start of the 2020 Funding Year (July 1, 2020) To assure that all charges are eligible for E-Rate funding, contract renewal and expiration dates shall coincide with the start/end dates of E-Rate funding years.

2.16.3 E-Rate Service Provider Compliance. The Lessor must provide a valid Service Provider Identification Number issued by the USAC’s SLD. Lessor shall, at all times during the Lease term and any extensions thereof be registered with the SLD and not be suspended or disbarred from participating by the Federal Communications Commission.

2.16.4 Billing. Lessor shall provide the District with all discounts, including any accrued credits, for which the District is eligible under the Universal Service Fund for the eligible services provided under the Lease. Lessor will, at its expense, prepare and file all carrier documents and reports required for the District to receive the benefit of such discounts and credits. Lessor will provide and keep current a name, title and telephone number for a single point of contact for E-Rate questions.

2.17 DISTRICT OBLIGATIONS

During the term of the Lease, the District will provide and perform the following:

2.17.1 Compliance with Law. Use the WAN in compliance with all Laws applicable to the District.

2.17.2 Suitable Premises. Provide a suitable area for installation of the Fiber and related equipment.

2.17.3 Facility Connectivity. Provide connectivity from the leased Fiber to the local area network at each Facility’s communications closet so that the local area network is connected to the Fiber being leased by the Lessor.

2.17.4 Damage. Subject to the waiver of subrogation contained in the Lease, repair or replace and damage to the equipment of Lessor caused by the negligent or intentional misconduct of the District or any of its employees. Other than the repair or replacement obligation set forth in this Section 2.17.4, all material, equipment and facilities of the Lessor located on District property or used in connection with the performance of Lessor's obligations under this Lease shall be at the sole risk of Lessor from loss or damage of any

nature and from any cause, and the District shall not have any duty or obligation with respect thereto.

2.17.5 Alteration of WAN Facilities. The District will not make any alterations to Lessor's WAN Facilities located in any Facility without the prior written consent of Lessor, and any such alterations shall remain the responsibility of the District to maintain. Lessor shall not be responsible for any malfunction or non-performance of the WAN because of such alterations. In the event it becomes necessary to relocate Lessor's WAN Facilities to accommodate remodeling, repair or other alteration of a Facility, Lessor will cooperate with such relocation and will relocate such WAN Facilities to the designated communications closet.

2.18 TERMINATION

The Lease may be terminated as follows:

2.18.1 Termination by Lessor. Lessor may terminate this Lease by written notice to the District upon the occurrence of any of the following events: (i) Failure of the District to pay any amount due under the Lease and such failure continues after thirty (30) days written notice thereof to the District, or (ii) the failure of the District to perform any other duty or obligation under the Lease that is to be performed by the District and such failure continues after thirty (30) days written notice thereof to the District.

2.18.2 Termination by School District. The District may terminate this Lease by written notice to Lessor upon the occurrence of any of the following events: (i) Lessor fails to maintain the Service Level Requirements in the Lease and Lessor's bid proposal, and such failure occurs more than ten (10) times in any one-year period (computed on a rolling one-year basis) when all such facilities are aggregated; (ii) The failure of Lessor to perform any other duty or obligation under the Lease that is to be performed by the Lessor and such failure continues after thirty (30) days written notice thereof to Lessor; (iii) If the Lessor should be adjudged bankrupt, or if Lessor should make a general assignment for the benefit of creditors, or if a receiver should be appointed to take over Lessor's affairs; or (iv) Without fault by Lessor, in the event that the District fails, for any reason, to appropriate and budget any funds for payment of any amount under this Lease under the annual appropriation and budgeting of funds by the District under and accordance with Nebraska law, the parties recognizing and acknowledging that the Lease and the continuation thereof is expressly subject, each year to the appropriation and budgeting of funds to pay the Districts obligations under the Lease.

2.18.3 Effect of Termination or Expiration. Upon termination or expiration of this Lease, Lessor shall promptly remove its WAN Facilities from the Facilities, and shall repair any damage caused by such removal, including, but not limited to, properly sealing any wall penetrations with appropriate fire-rated materials. Upon the request of Lessor, the District may permit its WAN Facilities, or portions thereof, to remain in the Facilities, in which event, the District may utilize such remaining WAN Facilities for its purposes without further payment to Lessor. Regardless of whether or not this Lease is terminated prior to

expiration, the non-defaulting party shall have such remedies against the defaulting party as may be allowed at law or equity, including the recovery of damages due to such default.

2.18.4 Waiver of Certain Damages. Each party hereto waives all claims against the other party for any punitive, consequential and indirect damages resulting from the breach of the Lease, or the activities of either party under the Lease.

2.19 INDEMNIFICATION

Lessor agrees to indemnify, defend, and hold harmless District and its officers, directors, employees, agents, successors, and assigns (including the Third-Party Lessor) from any and all Losses and threatened Losses due to third-party claims arising from or in connection with any of the following: (a) Lessor's breach of any of the representations and warranties set forth in the Lease; (b) Lessor's breach of its obligations with respect to the District's data or Confidential Information; (c) occurrences that Lessor is required to insure against pursuant to the Lease, to the extent of Lessor's actual coverage under its insurance policies, or in the event Lessor fails to obtain the applicable insurance policy, to the extent of the coverage required therein; provided, however, that this provision shall not limit the District's right to indemnity under any other provision of the Lease; (d) claims by government regulators or agencies for fines, penalties, sanctions, or other remedies arising from or in connection with Lessor's failure to perform its responsibilities under the Lease; (e) taxes, together with interest and penalties, that are the responsibility of Lessor under the Lease; (f) any claim, demand, charge, action, cause of action, or other proceeding asserted against the indemnitee but resulting from an act or omission of Lessor or Lessor's personnel in its capacity as an employer or potential employer of a person.

2.20 INDEPENDENT CONTRACTOR

At all times during the term of the Lease and any extension, Lessor shall be an independent contractor in the performance of its duties under the Lease, and nothing stated herein shall be deemed to make the parties joint venturers or partners, nor designate either party as agent for the other party, other than the purchasing agent designation to be given by the District to Lessor for the purpose of implementing the exemption from Nebraska's state sales and use taxes. Neither party has the authority to bind the other party to any duty or obligation to third parties in any manner.

2.21 PUBLIC RECORDS

Under Nebraska law, all Proposals submitted are public records and must be retained by the District. Proposals shall be open to public inspection after the Contract award, except for information deemed to be confidential by the District pursuant to Neb. Rev. §84-712.05. If Lessor believes that information in its Proposal contains confidential trade secrets, other proprietary data, or a another exception under the statute that it believes should not be disclosed, the District recommends the Lessor provide a statement advising the District of this fact and accompany the submission and the information shall be so identified wherever it appears in its submission. The District reserves the right to make the final determination if the record fits under the exemption to the public records statute. Contract terms and

conditions, pricing, and information generally available to the public are not considered confidential information under this section.

2.22 RISK OF LOSS AND WAIVER OF SUBROGATION

Each party hereto shall have the risk of loss or damage to the equipment owned by such party from any cause. Each party to the Lease waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies (excluding deductibles) to the extent of any recovery collectible under such policies; provided, that this waiver shall apply only when permitted by the applicable policy of insurance. Each party shall request the appropriate endorsements to its insurance policies in order to effectuate this waiver.

2.23 ASSIGNMENT

The Lessor shall not assign the Lease, or any part thereof, to any other person or entity without the prior written approval of the District, which the District may withhold at its discretion. The Lease between the District and Lessor shall be binding on the successors and permitted assigns of the District and Lessor.

2.24 TIME OF PERFORMANCE

Time is expressly made of the essence with respect to each and every term and provision of the Lease.

2.25 CONFIDENTIALITY

2.25.1 Confidential Information. "Confidential Information" shall mean all information, data and specifications furnished by the District to Lessor, whether before or after the date hereof and whether in oral, written, electronic or graphic format, including, but not limited to financial information, business plans, strategic plans, pricing information, designs, procedures, methods of operation, formulas, data flow analyses, drawings, sketches, specifications, schematics, discoveries, inventions, research and development, improvements, source code and object code, concepts, ideas, processes, know-how and documentation, whether or not such information, data or specifications have been affixed with a restrictive, confidential or proprietary legend of District. Confidential Information shall not include such information, data, and materials as District agrees in writing is not proprietary or confidential to District or which: (a) is or becomes publicly available by other than unauthorized disclosure by Lessor; (b) is independently developed by Lessor without use of any Confidential Information; or (c) is received from a third party who has lawfully obtained such Confidential Information without a confidentiality restriction. All copies of Confidential Information, or parts thereof, made by Lessor shall also be considered Confidential Information.

2.25.2 Duty of Confidentiality. Lessor hereby agrees that all Confidential Information shall be and was received in strict confidence, shall be used only for purposes of the Agreement, and shall not be disclosed by Lessor or Lessor's personnel without the prior

written consent of District. This provision shall not apply to Confidential Information which is (a) already known by Lessor without an obligation of confidentiality, (b) publicly known or becomes publicly known through no unauthorized act of Lessor, (c) rightfully received from a third party (other than an District employee or agent) without obligation of confidentiality, (d) disclosed without similar restrictions by District to a third party, (e) approved by District for disclosure, or (f) required to be disclosed pursuant to a requirement of a governmental agency or law so long as Lessor provides District with timely prior written notice of such requirement. Information received by District from Lessor shall only be considered proprietary and/or confidential after a separate confidentiality agreement has been executed by a duly authorized representative of each Party for the specific purpose of disclosing such information.

2.26 MEDIA RELEASES

Except for any announcement intended solely for internal distribution by Lessor or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Lessor, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Lessor or its employees or agents relating to the Agreement or its subject matter, or including the name, trademark, or symbol of District, shall be coordinated with and approved in writing by District prior to the release thereof.

2.27 GOVERNING LAW

The rights and obligations of the Parties shall be governed by the laws, other than choice of law rules, of the State of Nebraska including the applicable provisions of the Uniform Commercial Code, as adopted in Nebraska. The Parties agree that any action to enforce any provision of the Agreement shall be brought in the District Court for Douglas County, Nebraska. Each party consents to jurisdiction and venue before such court.

2.28 SUBJECT TO FUNDING

The District's obligation to make Lease payments amounts for the leased WAN Facilities is contingent upon the District's receipt of applicable E-Rate discounts. If the District is ineligible, for any reason, for said E-Rate discounts, the District may terminate the Lease with respect to those Lease payments for which the District is ineligible for such E-Rate discounts. The District will give Lessor written notice of E-Rate ineligibility thirty (30) calendar days prior to the effective date of termination. All obligations of the District to make Lease payments after the termination date will cease. Lessor shall be entitled to receive just and equitable compensation for any authorized installs and operating WAN Facilities which has been satisfactorily completed as of the termination date. In no event shall Lessor be paid for a loss of anticipated profit.

3.0 INSTALLATION AND SERVICES REQUIREMENTS

3.1 GENERAL

Lessor shall install, operate, maintain, repair and replace the fiber optic cable leased by the District under the Lease in accordance with the following requirements, using 12-strand fiber optic lines (dark or lit, and if lit with two (2) lit and ten (10) dark fibers) (“Fiber”). The Fiber will be installed so that WAN services can be provided to all of the Facilities referenced in the bid proposal form. The connection point at each Facility shall be the District's switch located in that Facility’s communications closet. The Fiber installed by Lessor will be terminated with a Lessor provided Cisco SFP for connecting into the District’s equipment, and no active Lessor equipment will be on the Fiber other than the Cisco SFP at the ends. There will be no active Lessor equipment on dark Fiber.

3.2 INSTALLATION OF SERVICE

3.2.1 Lessor shall coordinate any required construction or installation of equipment or related cabling, facilities, enclosures, or structures with the District's Division of Facilities and Grounds, which must pre-approve all work, including any points of penetration through any exterior and interior walls. Lessor shall restore all locations to their pre-installation physical appearance upon completion of installation. Any landscaping that is damaged shall be replaced by Lessor.

3.2.2 Prior to commencing any installation work, Lessor shall furnish to the District a proposed installation schedule, with start and finish dates for installation of the Lessor's equipment at each Facility. The District may require Lessor to modify such schedule as needed to accommodate any other construction or school activities at any Facility.

3.2.3 The Lessor shall be responsible for all cutting and patching required for the work, and all surfaces affected by the Lessor's work shall be repaired or replaced.

3.2.4 The Lessor shall be responsible for painting all interior surfaces affected by the Lessor's work to the matching color of the surrounding area. Painting will include but is not limited to repaired walls, ceilings, Panduit and any repaired and/or marred surface which may have been altered or damaged during the installation of cabling or equipment.

3.2.5 The Lessor shall be responsible for repairing any masonry that has been damaged as a result of cable installation. This will include patching the surface or area and painting according to OPS and school requirements.

3.2.6 The Lessor shall be responsible for using the appropriate size conduit when penetrating a fire rated wall. The bidder will be required to seal the conduit after the cable is installed with a fire rated plug or fire rated caulking. Under no circumstances will a hole be knocked into a wall for cable installation.

3.2.7 The Lessor shall be responsible for using the appropriate size conduit when penetrating a fire rated concrete floor. Lessor will be required to seal the conduit after the

cable in installed with a fire rated plug. Under no circumstances will a hole be knocked into a floor for cable installation.

3.2.8 The Lessor shall install any underground lines in conduit.

3.2.9 The Lessor shall use care when working in areas where utilities are located. Lessor shall comply with the provisions of the One-Call Notification System Act [Neb. Rev. Stat. § 76-2301, et seq.] and shall be liable for any damages to underground facilities as provided by such Act. In addition, the Lessor shall give advance notice of any excavations on District property to the Division of Facilities and Grounds and shall obtain location of any District underground facilities prior to commencing excavation work. Lessor shall be liable for any damage caused by its excavations to District underground facilities caused by Lessor's failure to request and obtain location of the District's underground facilities or by Lessor's failure to comply with location information and directions provided by the District. Any damage caused by the installation within the District's facilities to such items as plumbing, insulation, power and other utilities shall be repaired at the Lessor's expense.

3.3 INSTALLATION DURING REGULAR BUSINESS HOURS, EVENINGS, AND WEEKENDS

The Lessor shall schedule installation work in coordination with the District representatives. The Lessor shall make reasonable efforts to schedule installation work when students are not present at a given work site, when possible. Otherwise, the District expects most work to be performed during regular business hours, which are generally 7:30 to 4:30 p.m. Monday through Friday.

3.4 LABOR, MATERIALS, AND EQUIPMENT TO BE SUPPLIED BY LESSOR

The Lessor shall furnish all labor, materials, and equipment necessary for satisfactory contract performance and shall be responsible for obtaining all permits necessary for the performance of the work. All materials and equipment installed by Lessor on District property shall be new and unused and shall have full manufacturer's warranties. When not specifically identified in this Bid, such materials and equipment shall be of a suitable type and grade for the purpose. All materials, workmanship, and equipment shall be subject to the inspection and approval of the District's Project Manager.

3.5 CABLE INSTALLATION REQUIREMENTS

Lessor shall install Fiber to each facility and to the District's internet service provider. Indoor cable and conduit installation must meet all standards of the National Electric Code. All conduit and cable must be secured at minimum 6 inches above suspended ceiling as well as not secured to any cables that support a suspended ceiling. All buried Fiber must be buried with an associated locator wire. This includes cable buried both on and off District property. Fiber and locator wire burial must follow all codes and standards as described here: All work shall conform to the latest year edition of the National Electrical Code, the Building Code, and all local codes and ordinances, as applicable. EIA/TIA Documents shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI Telecommunications Distribution Methods Manual shall also be used during all installation

activities. Should conflicts exist with the foregoing, the authority having jurisdiction for enforcement will have the responsibility for making interpretation.

3.6 FIBER TERMINATION

All Fiber from all District sites shall be terminated at the Central Data Center that is located at Scott Technology Center 6825 Pine Street, Omaha NE 68106.

3.7 POST-INSTALLATION ACTIVITIES

All trash and debris shall be removed from daily each Facility and all unused materials shall be removed from each Facility upon completion of installation of on premise equipment used to provide the services. As soon as reasonably practical after completion of installation, Lessor will provide the District with "As-Built" documentation of the location of the Facilities installed by Lessor at each Facility. Lessor shall, during the term of the Lease and for at least ten (10) years (or the current E-Rate requirement) thereafter, keep and maintain and be able to provide to the District all non-privileged records of communications with the District.

3.8 LESSOR PERSONNEL

Lessor will provide a project manager who will be a single point of contact for all activities regarding this project. Lessor shall provide competent supervisory personnel to oversee any installation and maintenance activities at any Facility. Any person performing services for Lessor or any subcontractor of Lessor for whom the District has reasonable objection shall be removed from any Facility by Lessor. There shall be no smoking or use of tobacco products of any nature nor any possession or consumption of any alcoholic beverages on any District property. Lessor shall not allow any employee of Lessor or of any subcontractor to have any contact with any District student on District property.

3.9 CONNECTIVITY REQUIREMENTS

Lessor leased Fiber is intended to provide for WAN connectivity to all of the Facilities. Lessor shall also provide Fiber connectivity from a designated Facility to the District's internet service provider. Lessor shall provide the Fiber connection from the Facility to any new internet service provider's connection point, in the event such services provider changes during the Lease term, at the cost specified in the Lessor's bid proposal. There shall be no change in the monthly lease cost due to a change in the District's internet service provider.

3.10 WAN NETWORK DESIGN

Lessor shall be responsible for the design and the development of the WAN in accordance with the requirements of the Bid Documents and Lessor's bid proposal. The proposed leased WAN configuration must allow the entire fiber network to comply with E-rate eligibility requirements and must be a lease, not a lease/purchase. Lessor shall seek routes that allow for the best network topology possible. Lessor understands that available closet space will need to be considered in determining which Facilities can be used as a central point. Prior to installation of the WAN, Lessor shall provide such proposed design and configuration to the District so that it can be reviewed for compliance with the Lease and Bid Documents. Approval by the District

shall not be deemed an acceptance of any non-complying design or configuration or a waiver of any requirements of the Lease and Bid Documents, unless such approval or waiver is specifically made in writing by authorized personnel of the District.

3.11 TECHNICAL SPECIFICATIONS

3.11.1 Cable Terminations Fiber optic cable terminations will be as follows:

- .1 The termination will be mounted in the facility closet designated by the School District.
- .2 The fiber termination will be LC.

3.11.2 Fiber Optic WAN

- .1 Fiber will be installed connecting the Facilities in Attachment A to the bid proposal.
- .2 12 strand fiber optic cables will meet generally accepted industry standards and specifications, with a capacity of at least 40 Gb
- .3 If the District elects Non-Staged Installation, all fiber optic cables to all Facilities shall be installed and operating as required by the Lease Agreement by July 1, 2020. If the District elects Staged Installation, all fiber optic cables to High Schools, Middle Schools and Administrative facilities will be installed and operating as required by the Lease Agreement by July 1, 2020 with all of the remaining Facilities installed and operating as required by the Lease Agreement on July 1, 2021.

3.11.3 Bandwidth

- .1 The WAN designed and installed by Lessor shall provide 10 Gb connectivity to each Facility. At the option of the District, the bandwidth at any Facility may be increased up to a maximum of 40 Gbs. Lessor shall provide all equipment for such upgrade and shall promptly install all such equipment. The cost to the District for any such upgrade shall be the documented cost of the equipment necessary for the increase in bandwidth plus the percent of such cost as specified in the Lessor's bid response. That cost will include all equipment and installation costs for the upgrade. The monthly lease cost shall not increase with any increase in bandwidth.
- .2 Lessor shall provide 10 Gb – 100 Gb connectivity from the OPS Data Center to each internet service provider, with the ability to upgrade to a higher bandwidth, potentially up to 100 Gb or more. Lessor shall provide all equipment for such upgrade and shall promptly install all such equipment. The cost to the District for any such upgrade shall be the documented cost of the equipment necessary for the increase in bandwidth plus the percent of such cost as specified in the Lessor's bid response. That cost will include all equipment and installation costs for the upgrade. The monthly lease cost shall not increase with any increase in bandwidth.

3.12 MAINTENANCE AND REPAIR OBLIGATIONS

Lessor will be responsible for the maintenance, repair and replacement, at its cost, of all of its Fiber from the point of connection at each Facility to the point of interconnect from Lessor to a third party provider, as necessary to keep the WAN operating as required by the Lease, and to keep the WAN and all of such WAN Facilities in good condition and repair and in accordance with all Laws. Lessor shall also be responsible for locating and documentation of all Fiber installed by Lessor and providing this documentation to the District upon completion of the installation of the WAN. During the Lease term, Lessor shall also advise the District of the location of all new Fiber installed in new District facilities and any relocation of existing Fiber serving Facilities.

3.13 SERVICE LEVEL REQUIREMENTS

At all times during the Lease term and any extensions, the WAN installed and maintained by Lessor must operate with no interruption, loss of connectivity or service degradation (“Service Interruption”). Unless the Service Interruption is caused by the negligent act or neglect of District employees or other District contractors, the District shall not be charged for that portion of the monthly lease payments for each affected Facility attributable to the time of the Service Interruption. Such credit shall be computed for each Facility based on the duration of the Service Interruption multiplied by the per-minute lease cost computed using each affected Facilities’ applicable monthly Lease cost in effect at the time of the Service Interruption. The credit amount shall be applied as a credit on the next monthly invoice from Lessor. Lessor shall make available to the District all reasonable and appropriate information to enable the District to determine the accuracy of Lessor's calculation of any such credit. Any credit(s) shall be in addition to all other remedies available to the District due to Service Interruption, including termination of the Lease.

3.14 CUSTOMER SERVICE

3.14.1 Service Response Procedure. Lessor will provide the District with its problem response procedure in case of a service outage or service degradation. This procedure shall include a list of contacts, escalation procedures, communication method(s), initial call response time, resolution confirmation communication.

3.14.2 Billing Contact. Lessor will provide a dedicated billing contact that will provide written solution on questions and issues within one week of notification of questions and/or issues.

3.14.3 E-Rate Contact. Lessor will provide the E-Rate contact for any E-Rate related correspondence.

3.15 LIQUIDATED DAMAGES

In the event Lessor has not completed the installation and operation of the WAN Facilities in any Facility, or such Facility cannot receive 10 Gbps service over the Fiber in the manner as required by the Lease, on or before the required dates specified in Section 2.3 of this Lease (“Incomplete Installation”), such failure will significantly and adversely affect the District’s operations, threaten the District’s E-Rate compliance, and cause significant financial loss to the District. The District and Lessor agree that such damages would be difficult to ascertain with any degree of certainty and the amount of liquidated damages assessed per Facility, per day as stated in this Section 3.15 represents the reasonably anticipated damages to the District from an Incomplete Installation and is not a penalty. Lessor therefore agrees that in the event of an Incomplete Installation, Lessor shall pay to the District as liquidated damages a total of Seven Hundred Fifty dollars (\$750.00) per day for each Facility with an Incomplete Installation. Such liquidated damages shall continue for each Facility with an Incomplete Installation until Lessor completes the installation and WAN Facilities are operating in accordance with the requirements of the Lease. The District may deduct the amount of liquidated damages accrued under this Section 3.15 to any amounts otherwise owed to Lessor.

Bid No.: 20-011

Due Date: December 17, 2019, 2:00 p.m. (CT)

BID PROPOSAL

LEASE FOR FIBER OPTIC LINES FOR WIDE AREA NETWORK (WAN) SERVICES

BID.: 20-011

Proposal of _____ a [] corporation organized and existing under the laws of the State of _____ ; a [] limited liability company organized and existing under the laws of the State of _____, a [] partnership, organized and existing under the laws of the State of _____ or an [] individual (check appropriate box).

TO: Omaha Public Schools
Purchasing Division
3215 Cuming Street
Omaha, Nebraska 68131-2024

The undersigned proposes to enter into a Lease to install, operate maintain and Lease to Douglas County School District 0001 (“District”) fiber optic cable for WAN services to begin at District's option, on: (i) July 1, 2020, or (ii) in two stages beginning on July 1, 2020, as to certain District facilities and July 1, 2021, as to the remaining District facilities. Such Lease shall have a Lease term as selected by the District for the charges indicated below for the term selected, all in accordance with the terms, conditions and specifications set forth in the bid documents, and as specified in Attachments A – G attached herein and incorporated by reference.

In submitting this bid, the bidder acknowledges and agrees that:

This bid is submitted in accordance with the bidding documents issued by the District.

The District reserves the right to accept or reject any or all bids and any part thereof and to waive all technicalities and irregularities.

In submitting this bid, it is understood and agreed that this bid may not be withdrawn during a period ninety (90) days following time of opening of bids.

Part 1: Costs for Leased Lit / Dark Fiber for WAN Services for District:A. **Non-Staged Installation** – completed by July 1, 2020.

Name of Entity-School Name	Address	City	Zip	Monthly Lease Cost Lit	Monthly Lease Cost Dark	Non-recurring Cost
Senior High Schools						
Benson High School	5120 Maple St	Omaha	68104-3555			
Blackburn High Study Center	2606 Hamilton St	Omaha	68131-1640			
Bryan High School	4700 Giles Rd	Omaha	68157-2641			
Burke High School	12200 Burke St	Omaha	68154-2327			
Central High School	124 N 20th St	Omaha	68102-4801			
North High School	4410 N 36th St	Omaha	68111-2207			
Northwest High School	8204 Crown Point Ave	Omaha	68134-1922			
South High School	4519 S 24th St	Omaha	68107-1817			
Additional Future Site	60th & L	Omaha	68117			
Additional Future Site	156th & Ida	Omaha	68007			
Middle Schools						
Alfonza Davis Middle School	8050 N 129th Ave	Omaha	68142-1804			
Beveridge Middle School	1616 S 120th St	Omaha	68144-1630			
Bryan Middle School	8210 S 42nd St	Bellevue	68147-1705			
Buffett Magnet Center	14101 Larimore Ave	Omaha	68164-5135			
Hale Middle School	6143 Whitmore St	Omaha	68152-2250			
King Science Center(Middle) School	3720 Florence Blvd	Omaha	68110			
Lewis & Clark Middle School	6901 Burt St	Omaha	68132-2643			
R.M. Marrs Magnet Center School	5619 S 19th St	Omaha	68107-1794			
McMillan Magnet Center School	3802 Redick Ave	Omaha	68112-2966			
Monroe Middle School	5105 Bedford Ave	Omaha	68104-3598			
Morton Middle School	4606 Terrace Dr	Omaha	68134-3062			
Norris Middle School	2235 S 46th St	Omaha	68106-3304			
Additional Future Site	42nd and Y	Omaha	68107			
Elementary Schools						
Adams Elementary School	3420 N 78th St	Omaha	68134-5038			
Ashland Park-Robbins Elem School	5050 S 51st St	Omaha	68117-1955			
Bancroft Elementary School	2724 Riverview Blvd	Omaha	68108-1643			
Beals Elementary School	1720 S 48th St	Omaha	68106-2507			

Belle Ryan Elementary School	1807 S 60th St	Omaha	68106-2151			
Belvedere Elementary School	3775 Curtis Ave	Omaha	68111-1169			
Benson West Elementary School	6652 Maple St	Omaha	68104-3902			
Boyd Elementary School	8314 Boyd St	Omaha	68134			
Castelar Elementary School	2316 S 18th St	Omaha	68108			
Catlin Elementary School	12736 Marinda St	Omaha	68144-2648			
Central Park Elementary School	4904 N 42nd St	Omaha	68111-1819			
Chandler View Elem School	7800 S 25th St	Bellevue	68147-2125			
Columbian Elementary School	330 S 127th St	Omaha	68154-2310			
Conestoga Elementary School	2115 Burdette St	Omaha	68110-2335			
Crestridge Elementary School	818 Crestridge Rd	Omaha	68154-3409			
Dodge Elementary School	3520 Maplewood Blvd	Omaha	68134-4562			
Druid Hill Elementary School	4020 N 30th St	Omaha	68111-2975			
Dundee Elementary School	310 N 51st St	Omaha	68132-2846			
Edison Elementary School	2303 N 97th St	Omaha	68134-5609			
Field Club Elementary School	3512 Walnut St	Omaha	68105-2454			
Florence Elementary School	7902 N 36th St	Omaha	68112			
Fontenelle Elementary School	3905 N 52nd St	Omaha	68104-2909			
Franklin Elementary School	3506 Franklin St	Omaha	68111-4198			
Fullerton Elementary Magnet School	4711 N 138th St	Omaha	68164-6047			
Gateway Elementary School	5610 S 42nd St	Omaha	68107-3103			
Gifford Park Elementary School	717 N 32nd St	Omaha	68131			
Gilder Elementary School	3705 Chandler Rd W	Bellevue	68147-1123			
Gomez Heritage Elementary School	5101 S 17th St	Omaha	68107-3047			
Harrison Elementary School	5304 Hamilton St	Omaha	68132-1354			
Hartman Elementary School	5530 N 66th St	Omaha	68104-1550			
Highland Elementary School	2625 Jefferson St	Omaha	68107-4135			
Indian Hill Elementary School	3121 U St	Omaha	68107-3378			
Jackson Elementary School	620 S 31st St	Omaha	68105-1427			
Jefferson Elementary School	4065 Vinton St	Omaha	68105-3842			
JoslyN Elementary School	11220 Blondo St	Omaha	68164-3820			

Kellom Elementary School	1311 N 24th St	Omaha	68102-4010			
Kennedy Elementary School	2906 N 30th St	Omaha	68111-3101			
King Primary Center	3706 Maple St	Omaha	68111-3125			
Liberty Elementary School	2021 St Marys Ave	Omaha	68102-2415			
Lord Elementary School	4444 Marinda St	Omaha	68105			
Lothrop Elementary School	3300 N 22nd St	Omaha	68110-1988			
Masters Elementary School	5505 N 99th St	Omaha	68134-1505			
Miller Park Elementary School	5625 N. 28th	Omaha	68111-1799			
Minne Lusa Elementary School	2728 Ida St	Omaha	68112-3200			
Mount View Elementary School	5322 N 52nd St	Omaha	68104-2276			
Oak Valley Elementary School	3109 Pedersen Dr	Omaha	68144-3912			
Pawnee Elementary School	7310 S 48th St	Omaha	68157-2265			
Picotte Elementary School	14506 Ohio St	Omaha	68116-4192			
Pinewood Elementary School	6717 N 63rd St	Omaha	68152-2210			
Ponca Elementary School	11300 North Post Rd	Omaha	6812-1219			
Prarie Wind Elementary School	10908 Ellison Ave	Omaha	68164-1518			
Rose Hill Elementary School	5605 Corby St	Omaha	68104-4127			
Saddlebrook Elementary School	14850 Laurel Ave	Omaha	68116-4510			
Sherman Elementary School	5618 N 14th Ave	Omaha	68110-1134			
Skinner Magnet Elementary School	4304 N 33rd St	Omaha	68111-2748			
Spring Lake Elementary School	4215 S 20th St	Omaha	68107-2018			
Springville Elementary School	7400 N 60th St	Omaha	68152-2013			
Standing Bear Elementary School	15860 Taylor St	Omaha	68164			
Sunny Slope Elementary School	10828 Old Maple Rd	Omaha	68164-2800			
Wakonda Elementary School	4845 Curtis Ave	Omaha	68104-1300			
Walnut Hill Elementary School	4355 Charles St	Omaha	68131-1023			
Washington Elementary School	5519 Mayberry St	Omaha	68106-1636			
Western Hills Elem School	6523 Western Ave	Omaha	68132			
Wilson Focus School	5141 F St	Omaha	68117-2807			

Additional Future Site	1100 & Fort Crook Rd	Bellevue	68005			
Additional Future Site	10th & Pine St.	Omaha	68108			
Administrative - Other						
Integrated Learning Program	2504 Meredith Ave	Omaha	68111-2390			
Maintenance & Operations	4217 Nicholas St	Omaha	68131			
Magnet Career Center	3230 Burt St	Omaha	68131-2014			
Parrish Study Center	4315 Cuming St	Omaha	68131			
Secondary Success Program	3030 Spaulding St	Omaha	68111-3261			
Service and Operations Center	4041 N 72nd St	Omaha	68134			
Student Transportation Center	3833 N 72nd St	Omaha	68134			
Supply & Inventory	4515 S 68th St	Omaha	68117			
Teacher Administrative Center	3215 Cuming St	Omaha	68131			
Transition Program North	4839 N. 72nd.St.	Omaha	68134			
Transition Program - South Omaha	4875 F St	Omaha	68117-1406			
US Mills	4301 N 30th St	Omaha	68111			
Yates	3260 Davenport St	Omaha	68131			
Warehouse (30th St)	4224 N 30th St	Omaha	68111			
Network Nebraska	1623 Farnam St	Omaha	68102			

Please indicate what portion of the total non-recurring installation cost and the Lease monthly cost is attributable to the cost of the dark fiber. _____

B. **Staged Installation** – Senior High Schools, Middle Schools and Administrative facilities completed by July 1, 2020. Elementary Schools completed on July 1, 2021.

Name of Entity-School Name	Address	City	Zip	Monthly Lease Cost Lit	Monthly Lease Cost Dark	Non-recurring Cost
Senior High Schools						
Benson High School	5120 Maple St	Omaha	68104-3555			
Blackburn High Study Center	2606 Hamilton St	Omaha	68131-1640			
Bryan High School	4700 Giles Rd	Omaha	68157-2641			
Burke High School	12200 Burke St	Omaha	68154-2327			
Central High School	124 N 20th St	Omaha	68102-4801			
North High School	4410 N 36th St	Omaha	68111-2207			
Northwest High School	8204 Crown Point Ave	Omaha	68134-1922			
South High School	4519 S 24th St	Omaha	68107-1817			
Additional Future Site	60th & L	Omaha	68117			
Additional Future Site	156th & Ida	Omaha	68007			
Middle Schools						
Alfonza Davis Middle School	8050 N 129th Ave	Omaha	68142-1804			
Beveridge Middle School	1616 S 120th St	Omaha	68144-1630			
Bryan Middle School	8210 S 42nd St	Bellevue	68147-1705			
Buffett Magnet Center	14101 Larimore Ave	Omaha	68164-5135			
Hale Middle School	6143 Whitmore St	Omaha	68152-2250			
King Science Center(Middle) School	3720 Florence Blvd	Omaha	68110			
Lewis & Clark Middle School	6901 Burt St	Omaha	68132-2643			
R.M. Marrs Magnet Center School	5619 S 19th St	Omaha	68107-1794			
McMillan Magnet Center School	3802 Redick Ave	Omaha	68112-2966			
Monroe Middle School	5105 Bedford Ave	Omaha	68104-3598			
Morton Middle School	4606 Terrace Dr	Omaha	68134-3062			
Norris Middle School	2235 S 46th St	Omaha	68106-3304			
Additional Future Site	42nd and Y	Omaha	68107			
Elementary Schools						
Adams Elementary School	3420 N 78th St	Omaha	68134-5038			
Ashland Park-Robbins Elem School	5050 S 51st St	Omaha	68117-1955			
Bancroft Elementary School	2724 Riverview Blvd	Omaha	68108-1643			
Beals Elementary School	1720 S 48th St	Omaha	68106-2507			
Belle Ryan Elementary	1807 S 60th St	Omaha	68106-2151			

School						
Belvedere Elementary School	3775 Curtis Ave	Omaha	68111-1169			
Benson West Elementary School	6652 Maple St	Omaha	68104-3902			
Boyd Elementary School	8314 Boyd St	Omaha	68134			
Castelar Elementary School	2316 S 18th St	Omaha	68108			
Catlin Elementary School	12736 Marinda St	Omaha	68144-2648			
Central Park Elementary School	4904 N 42nd St	Omaha	68111-1819			
Chandler View Elem School	7800 S 25th St	Bellevue	68147-2125			
Columbian Elementary School	330 S 127th St	Omaha	68154-2310			
Conestoga Elementary School	2115 Burdette St	Omaha	68110-2335			
Crestridge Elementary School	818 Crestridge Rd	Omaha	68154-3409			
Dodge Elementary School	3520 Maplewood Blvd	Omaha	68134-4562			
Druid Hill Elementary School	4020 N 30th St	Omaha	68111-2975			
Dundee Elementary School	310 N 51st St	Omaha	68132-2846			
Edison Elementary School	2303 N 97th St	Omaha	68134-5609			
Field Club Elementary School	3512 Walnut St	Omaha	68105-2454			
Florence Elementary School	7902 N 36th St	Omaha	68112			
Fontenelle Elementary School	3905 N 52nd St	Omaha	68104-2909			
Franklin Elementary School	3506 Franklin St	Omaha	68111-4198			
Fullerton Elementary Magnet School	4711 N 138th St	Omaha	68164-6047			
Gateway Elementary School	5610 S 42nd St	Omaha	68107-3103			
Gifford Park Elementary School	717 N 32nd St	Omaha	68131			
Gilder Elementary School	3705 Chandler Rd W	Bellevue	68147-1123			
Gomez Heritage Elementary School	5101 S 17th St	Omaha	68107-3047			
Harrison Elementary School	5304 Hamilton St	Omaha	68132-1354			
Hartman Elementary School	5530 N 66th St	Omaha	68104-1550			
Highland Elementary School	2625 Jefferson St	Omaha	68107-4135			
Indian Hill Elementary School	3121 U St	Omaha	68107-3378			
Jackson Elementary School	620 S 31st St	Omaha	68105-1427			
Jefferson Elementary School	4065 Vinton St	Omaha	68105-3842			
Joslyn Elementary School	11220 Blondo St	Omaha	68164-3820			

Kellom Elementary School	1311 N 24th St	Omaha	68102-4010			
Kennedy Elementary School	2906 N 30th St	Omaha	68111-3101			
King Primary Center	3706 Maple St	Omaha	68111-3125			
Liberty Elementary School	2021 St Marys Ave	Omaha	68102-2415			
Lord Elementary School	4444 Marinda St	Omaha	68105			
Lothrop Elementary School	3300 N 22nd St	Omaha	68110-1988			
Masters Elementary School	5505 N 99th St	Omaha	68134-1505			
Miller Park Elementary School	5625 N. 28th	Omaha	68111-1799			
Minne Lusa Elementary School	2728 Ida St	Omaha	68112-3200			
Mount View Elementary School	5322 N 52nd St	Omaha	68104-2276			
Oak Valley Elementary School	3109 Pedersen Dr	Omaha	68144-3912			
Pawnee Elementary School	7310 S 48th St	Omaha	68157-2265			
Picotte Elementary School	14506 Ohio St	Omaha	68116-4192			
Pinewood Elementary School	6717 N 63rd St	Omaha	68152-2210			
Ponca Elementary School	11300 North Post Rd	Omaha	6812-1219			
Prarie Wind Elementary School	10908 Ellison Ave	Omaha	68164-1518			
Rose Hill Elementary School	5605 Corby St	Omaha	68104-4127			
Saddlebrook Elementary School	14850 Laurel Ave	Omaha	68116-4510			
Sherman Elementary School	5618 N 14th Ave	Omaha	68110-1134			
Skinner Magnet Elementary School	4304 N 33rd St	Omaha	68111-2748			
Spring Lake Elementary School	4215 S 20th St	Omaha	68107-2018			
Springville Elementary School	7400 N 60th St	Omaha	68152-2013			
Standing Bear Elementary School	15860 Taylor St	Omaha	68164			
Sunny Slope Elementary School	10828 Old Maple Rd	Omaha	68164-2800			
Wakonda Elementary School	4845 Curtis Ave	Omaha	68104-1300			
Walnut Hill Elementary School	4355 Charles St	Omaha	68131-1023			
Washington Elementary School	5519 Mayberry St	Omaha	68106-1636			
Western Hills Elem School	6523 Western Ave	Omaha	68132			
Wilson Focus School	5141 F St	Omaha	68117-2807			

Additional Future Site	1100 & Fort Crook Rd	Bellevue	68005			
Additional Future Site	10th & Pine St.	Omaha	68108			
Administrative - Other						
Integrated Learning Program	2504 Meredith Ave	Omaha	68111-2390			
Maintenance & Operations	4217 Nicholas St	Omaha	68131			
Magnet Career Center	3230 Burt St	Omaha	68131-2014			
Parrish Study Center	4315 Cuming St	Omaha	68131			
Secondary Success Program	3030 Spaulding St	Omaha	68111-3261			
Service and Operations Center	4041 N 72nd St	Omaha	68134			
Student Transportation Center	3833 N 72nd St	Omaha	68134			
Supply & Inventory	4515 S 68th St	Omaha	68117			
Teacher Administrative Center	3215 Cuming St	Omaha	68131			
Transition Program North	4839 N. 72nd.St.	Omaha	68134			
Transition Program - South Omaha	4875 F St	Omaha	68117-1406			
US Mills	4301 N 30th St	Omaha	68111			
Yates	3260 Davenport St	Omaha	68131			
Warehouse (30th St)	4224 N 30th St	Omaha	68111			
Network Nebraska	1623 Farnam St	Omaha	68102			

Please indicate what portion of the total non-recurring installation cost and the Lease monthly cost is attributable to the cost of the dark fiber. _____

C. Please indicate the additional cost for each additional facility added to the WAN:

Non-recurring cost per each new facility \$ _____

Lease monthly cost per facility (per month for months remaining on Lease term, with cost based on original Lease term):

Original Lease term:	Monthly Cost:
5 years	\$ _____
Option year #1	\$ _____
Option year #2	\$ _____

D. Please indicate the percentage markup over your direct cost that will be charged to the District to increase the bandwidth at any District facility.

_____ % of the Contractor's cost of equipment to be added to the cost of equipment

E. Please state the one-time non-recurring cost, if any, to change or add a connection from the School District's Internet Service Provider located in the Omaha, Nebraska metropolitan area.

F. Please describe in general the procedures utilized by your company to maintain the integrity of the physical lines on your network (use additional sheets if necessary):

G. Can your fiber provide connection to a Cloud Provider (Amazon, Microsoft, Google, etc.):

_____ Yes _____ No

Please list the cloud providers you can connect to:

H. Please provide the cost of using an additional fiber pair:

SIGNATURE PAGE

BID NO.: 20-011

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

Bids must be signed to be valid.

PRINTED NAME: _____

TITLE: _____

DATE: _____

Bid Proposal, with all required attachments, shall be sealed in an opaque envelope and clearly marked on the exterior of the envelope with the following information:

BID NO.: 20-011
LEASE FOR FIBER OPTIC LINES FOR WIDE AREA NETWORK (WAN) SERVICES
and delivered to:

Omaha Public Schools
Purchasing Division
3215 Cuming Street
Omaha, Nebraska 68131-2024

by 2:00 PM (CT), December 17, 2019.

Acknowledgement of Receipt of Addendum:

No. ____ Date Rec'd _____

No. ____ Date Rec'd _____

No. ____ Date Rec'd _____

All addenda will be posted to: www.ops.org/e-raterfp

Required Attachments:

1. Signed Bid Form with completed Part 1 as required.
2. Attachment A, Omaha Public Schools WAN/Internet Locations
3. Attachment B, E-Rate Certification
4. Attachment C, References
5. Attachment D, Data Protection Agreement
6. Attachment E, Certification of Destruction/Return of Confidential District Information
7. Attachment F, Sample Invoices
8. Attachment G, Bidder's Proposed WAN Design

ATTACHMENT A - OMAHA PUBLIC SCHOOLS WAN/INTERNET LOCATIONS**Bid 20-011**

The following is a list of current and planned Omaha Public Schools WAN/Internet locations.

Name of Entity-School Name	Address	City	Zip
Senior High Schools			
Benson High School	5120 Maple St	Omaha	68104-3555
Blackburn High Study Center	2606 Hamilton St	Omaha	68131-1640
Bryan High School	4700 Giles Rd	Omaha	68157-2641
Burke High School	12200 Burke St	Omaha	68154-2327
Central High School	124 N 20th St	Omaha	68102-4801
North High School	4410 N 36th St	Omaha	68111-2207
Northwest High School	8204 Crown Point Ave	Omaha	68134-1922
South High School	4519 S 24th St	Omaha	68107-1817
Additional Future Site	60th & L	Omaha	68117
Additional Future Site	156th & Ida	Omaha	68007
Middle Schools			
Alfonza Davis Middle School	8050 N 129th Ave	Omaha	68142-1804
Beveridge Middle School	1616 S 120th St	Omaha	68144-1630
Bryan Middle School	8210 S 42nd St	Bellevue	68147-1705
Buffett Magnet Center	14101 Larimore Ave	Omaha	68164-5135
Hale Middle School	6143 Whitmore St	Omaha	68152-2250
King Science Center(Middle) School	3720 Florence Blvd	Omaha	68110
Lewis & Clark Middle School	6901 Burt St	Omaha	68132-2643
R.M. Marrs Magnet Center School	5619 S 19th St	Omaha	68107-1794
McMillan Magnet Center School	3802 Redick Ave	Omaha	68112-2966
Monroe Middle School	5105 Bedford Ave	Omaha	68104-3598
Morton Middle School	4606 Terrace Dr	Omaha	68134-3062
Norris Middle School	2235 S 46th St	Omaha	68106-3304
Additional Future Site	42nd and Y	Omaha	68107
Elementary Schools			
Adams Elementary School	3420 N 78th St	Omaha	68134-5038
Ashland Park-Robbins Elem School	5050 S 51st St	Omaha	68117-1955
Bancroft Elementary School	2724 Riverview Blvd	Omaha	68108-1643
Beals Elementary School	1720 S 48th St	Omaha	68106-2507
Belle Ryan Elementary School	1807 S 60th St	Omaha	68106-2151
Belvedere Elementary School	3775 Curtis Ave	Omaha	68111-1169
Benson West Elementary School	6652 Maple St	Omaha	68104-3902
Boyd Elementary School	8314 Boyd St	Omaha	68134

Castelar Elementary School	2316 S 18th St	Omaha	68108
Catlin Elementary School	12736 Marinda St	Omaha	68144-2648
Central Park Elementary School	4904 N 42nd St	Omaha	68111-1819
Chandler View Elem School	7800 S 25th St	Bellevue	68147-2125
Columbian Elementary School	330 S 127th St	Omaha	68154-2310
Conestoga Elementary School	2115 Burdette St	Omaha	68110-2335
Crestridge Elementary School	818 Crestridge Rd	Omaha	68154-3409
Dodge Elementary School	3520 Maplewood Blvd	Omaha	68134-4562
Druid Hill Elementary School	4020 N 30th St	Omaha	68111-2975
Dundee Elementary School	310 N 51st St	Omaha	68132-2846
Edison Elementary School	2303 N 97th St	Omaha	68134-5609
Field Club Elementary School	3512 Walnut St	Omaha	68105-2454
Florence Elementary School	7902 N 36th St	Omaha	68112
Fontenelle Elementary School	3905 N 52nd St	Omaha	68104-2909
Franklin Elementary School	3506 Franklin St	Omaha	68111-4198
Fullerton Elementary Magnet School	4711 N 138th St	Omaha	68164-6047
Gateway Elementary School	5610 S 42nd St	Omaha	68107-3103
Gifford Park Elementary School	717 N 32nd St	Omaha	68131
Gilder Elementary School	3705 Chandler Rd W	Bellevue	68147-1123
Gomez Heritage Elementary School	5101 S 17th St	Omaha	68107-3047
Harrison Elementary School	5304 Hamilton St	Omaha	68132-1354
Hartman Elementary School	5530 N 66th St	Omaha	68104-1550
Highland Elementary School	2625 Jefferson St	Omaha	68107-4135
Indian Hill Elementary School	3121 U St	Omaha	68107-3378
Jackson Elementary School	620 S 31st St	Omaha	68105-1427
Jefferson Elementary School	4065 Vinton St	Omaha	68105-3842
Joslyn Elementary School	11220 Blondo St	Omaha	68164-3820
Kellom Elementary School	1311 N 24th St	Omaha	68102-4010
Kennedy Elementary School	2906 N 30th St	Omaha	68111-3101
King Primary Center School	3706 Maple St	Omaha	68111-3125
Liberty Elementary School	2021 St Marys Ave	Omaha	68102-2415
Lord Elementary School	4444 Marinda St	Omaha	68105
Lothrop Elementary School	3300 N 22nd St	Omaha	68110-1988
Masters Elementary School	5505 N 99th St	Omaha	68134-1505
Miller Park Elementary School	5625 N. 28th	Omaha	68111-1799
Minne Lusa Elementary School	2728 Ida St	Omaha	68112-3200
Mount View Elementary School	5322 N 52nd St	Omaha	68104-2276
Oak Valley Elementary School	3109 Pedersen Dr	Omaha	68144-3912
Pawnee Elementary School	7310 S 48th St	Omaha	68157-2265
Picotte Elementary School	14506 Ohio St	Omaha	68116-4192
Pinewood Elementary School	6717 N 63rd St	Omaha	68152-2210

Ponca Elementary School	11300 North Post Rd	Omaha	6812-1219
Prarie Wind Elementary School	10908 Ellison Ave	Omaha	68164-1518
Rose Hill Elementary School	5605 Corby St	Omaha	68104-4127
Saddlebrook Elementary School	14850 Laurel Ave	Omaha	68116-4510
Sherman Elementary School	5618 N 14th Ave	Omaha	68110-1134
Skinner Magnet Elementary School	4304 N 33rd St	Omaha	68111-2748
Spring Lake Elementary School	4215 S 20th St	Omaha	68107-2018
Springville Elementary School	7400 N 60th St	Omaha	68152-2013
Standing Bear Elementary School	15860 Taylor St	Omaha	68164
Sunny Slope Elementary School	10828 Old Maple Rd	Omaha	68164-2800
Wakonda Elementary School	4845 Curtis Ave	Omaha	68104-1300
Walnut Hill Elementary School	4355 Charles St	Omaha	68131-1023
Washington Elementary School	5519 Mayberry St	Omaha	68106-1636
Western Hills Elem School	6523 Western Ave	Omaha	68132
Wilson Focus School	5141 F St	Omaha	68117-2807
Additional Future Site	1100 & Fort Crook Rd	Bellevue	68005
Additional Future Site	10th & Pine St.	Omaha	68108
Administrative - Other			
Integrated Learning Program	2504 Meredith Ave	Omaha	68111-2390
Maintenance & Operations	4217 Nicholas St	Omaha	68131
Magnet Career Center	3230 Burt St	Omaha	68131-2014
Parrish Study Center	4315 Cuming St	Omaha	68131
Secondary Success Program	3030 Spaulding St	Omaha	68111-3261
Service and Operations Center	4041 N 72nd St	Omaha	68134
Student Transportation Center	3833 N 72nd St	Omaha	68134
Supply & Inventory	4515 S 68th St	Omaha	68117
Teacher Administrative Center	3215 Cuming St	Omaha	68131
Transition Program North	4839 N. 72nd.St.	Omaha	68134
Transition Program - South Omaha	4875 F St	Omaha	68117-1406
US Mills	4301 N 30th St	Omaha	68111
Yates	3260 Davenport St	Omaha	68131
Warehouse (30th St)	4224 N 30th St	Omaha	68111
Scott Technology Center	6825 Pine St	Omaha	68106
Network Nebraska	1623 Farnam St	Omaha	68102

ATTACHMENT C – REFERENCES

Bid No.:20-011

LEASE FOR FIBER OPTIC LINES FOR WIDE AREA NETWORK (WAN) SERVICES

References

Supply three references of school district or other educational entities of the size of District for which you have provided Lease for Fiber Optic Lines for Wide Area Network (Wan) Services within the last three years. If you have no educational references, please provide three references of such service provided to other governmental or private entities of a similar of the size within the last three years.

1. Name of Entity: _____ Contact Name: _____
Address: _____ Phone: _____
City/State/Zip: _____ E-mail: _____
Dates Wan Service started: _____

2. Name of Entity: _____ Contact Name: _____
Address: _____ Phone: _____
City/State/Zip: _____ E-mail: _____
Dates Wan Service started: _____

3. Name of Entity: _____ Contact Name: _____
Address: _____ Phone: _____
City/State/Zip: _____ E-mail: _____
Dates Wan Service started: _____



**ATTACHMENT D
DATA PROTECTION AGREEMENT**

THE TERMS OF USE AGREEMENT (“Agreement”) is entered into between DOUGLAS COUNTY SCHOOL DISTRICT 0001, a Nebraska political subdivision, located in Douglas County, Nebraska, a/k/a Omaha Public Schools (hereinafter referred to as "the District") and _____ (“Partner Organization”). Hereafter, each may be referred to in the singular as, the “Party” or collectively, as the “Parties” in this Agreement.

WHEREAS, Partner Organization acknowledges and understands that the District is required to safeguard the privacy of its students’ Education Records in a manner consistent with the mandates of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and the applicable regulations promulgated thereunder.

WHEREAS, FERPA prohibits the unauthorized disclosure of personally identifiable information contained in students’ Education Records to anyone without the express written consent of the student or the student’s representative.

WHEREAS, FERPA has regulatory exceptions to the general rule of confidentiality and non-disclosure of individually-identifiable data and information to allow its disclosure and use by organizations acting as school officials under certain circumstances.

WHEREAS, should Partner Organization be identified as satisfying the criteria associated with one or more recognized FERPA exceptions, the District may disclose the requested data to Partner Organization, provided the purpose, scope, and duration are clearly set forth in writing and satisfy the terms and conditions of this Agreement.

WHEREAS, Partner Organization will provide to the District, and/or its participating schools on behalf of the District, specified services the District could otherwise use its employees to perform, Partner Organization acknowledges that for the purposes of this Agreement it will be designated as a “school official” with “legitimate educational interests” as those terms have been interpreted and defined under FERPA and similar Privacy Laws and regulations, and Partner Organization agrees to abide by FERPA and those laws while performing its service for the District.

WHEREAS, the services Partner Organization will provide to the District are described in the Service Agreement, identified below.

NOW, THEREFORE, the Parties enter into this Agreement governing the disclosure of personally identifiable student information and provision of services described herein.

SECTION I DEFINITIONS

A. "Confidential District Information" means any and all confidential or proprietary information of the District in any form, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche, and includes paper and electronic information. Confidential District Information includes all student or employee record information. Confidential District Information also includes all business, operational, and other information provided by District to Partner Organization hereunder, provided such information is marked or otherwise identified by District as confidential or proprietary, or is of a nature that Partner Organization knows or should know is confidential or proprietary. Confidential District Information includes Education Records and Personally Identifiable Information.

B. "Data Incident" means any use or disclosure of Regulated Information by Partner Organization not authorized by law, this Agreement, or any other written agreements between District and Partner Organization related to Regulated Information.

C. "Education Records" has the same definition as in FERPA.

D. "Personally Identifiable Information" includes but is not limited to (a) student names; (b) names of a student's parent, guardian, or other family members; (c) addresses of students, their guardians, or other family members; (d) personal identifiers such as social security numbers, student numbers, or biometric records; (e) other indirect personal identifiers such as dates of birth, places of birth, and maiden names; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a person to identify the student with reasonable certainty; (g) "medical information" as may be defined in state law; (h) "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; (i) "nonpublic personal information" as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; (j) credit and debit card numbers or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; (k) other financial account numbers, access codes, and driver's license numbers; (l) state- or federal-identification numbers such as passport, visa, or state identity card numbers; (m) "personally identifiable information" as may be defined in state law; and (n) Education Records.

E. "Privacy Laws" means all applicable state, federal, and local privacy and confidentiality laws (including related regulations, orders, or findings) which govern any Confidential District Information including, but not limited to: FERPA, COPPA, and the Protection of Pupil Rights Amendment ("PPRA") (20 U.S.C. § 1232h; 34 CFR Part 98), as currently in effect or as amended from time to time, including any successor statutes and implementing regulations and rules.

F. "Regulated Information" means Personally Identifiable Information and Education Records.

SECTION II CONFIDENTIAL DISTRICT INFORMATION

A. Ownership of Data and Information. The disclosure of Confidential District Information to Partner Organization is not an assignment of ownership of the Confidential District Information to Partner Organization. The District retains ownership of all such information. Confidential District Information may only be re-disclosed by Partner Organization to a third-party with the prior written approval of the District.

B. Confidentiality. Partner Organization agrees to maintain the confidentiality of Confidential District Information provided by District to Partner Organization hereunder.

1. Partner Organization agrees to restrict access to Confidential District Information only to authorized representatives who (i) require access in the course of their assigned duties and responsibilities in connection with this Agreement, and (ii) have been informed of the provisions set forth in this Agreement.

2. The confidentiality obligations regarding the Confidential District Information shall not apply to any material or information that (i) is or becomes a part of the public domain through no act or omission by the Partner Organization, (ii) is independently developed by employees of the Partner Organization without use or reference to the Confidential District Information, (iii) is disclosed to the Partner Organization by a third party that, to the Partner Organization's knowledge, was not bound by a confidentiality obligation, (iv) is demanded by a lawful order from any court or anybody empowered to issue such an order, or (v), is requested by operation of law.

3. Notwithstanding anything herein to the contrary and only to the extent consistent with the Privacy Laws, District hereby grants to Partner Organization a non-exclusive, royalty-free, nontransferable, revocable, limited license during the Term or any Renewal Term of this Agreement to collect, access, and use Confidential District Information provided Partner Organization: (1) collects, accesses, and uses Confidential District Information only as necessary and solely for meeting Partner Organization's performance obligations under this Agreement; (2) keeps records of any Partner Organization disclosures of Confidential District Information, including the names of the parties to which Partner Organization may have disclosed Confidential District Information and the legitimate interests under this Agreement or the Privacy Laws which such parties requested or obtained the Confidential District Information from Partner Organization; (3) destroys the Confidential District Information when it is no longer needed by Partner Organization for meeting its performance obligations under this Agreement; and (4) otherwise complies with the Privacy Laws.

C. Limited Disclosure, Access and Use. Partner Organization will abide by any and all conditions imposed by the District on the disclosure of Confidential District Information derived from and provided by the District, and agrees to manage and maintain it in accordance with the Privacy Laws.

1. Partner Organization and its officers, employees, and agents receiving Confidential District Information agrees to hold such information in strict confidence and use the information only for the limited purpose for which the disclosure was made.

2. Partner Organization affirms that its services will be conducted in a manner that does not disclose the Confidential District Information to anyone who is not an authorized representative of Partner Organization.

3. Partner Organization agrees not to use the Confidential District Information for any purpose other than the purposes for which the disclosure was sought from the District and made to Partner Organization.

4. The approval to use the Confidential District Information for one purpose does not confer approval to use the Confidential District Information for another or different purpose. Partner Organization shall not use any Confidential District Information, whether or not it is de-identified or aggregated, for any other commercial purpose than to provide the services which District has purchased from Partner Organization.

5. Partner Organization shall not store or transmit any Confidential District Information outside U.S. territory.

6. Upon termination, cancellation, expiration, or other conclusion of this Agreement, Partner Organization shall return all Confidential District Information to the District, or if return is not feasible, destroy any and all such information. Partner may destroy the Confidential District Information when it is no longer needed for purposes for which it was disclosed or as authorized in this Agreement. Partner Organization shall confirm the date that any Confidential District Information was returned or destroyed by delivering to the District the certificate attached hereto as Attachment 1.

D. Reporting of Unauthorized Disclosures of Regulated Information

1. Partner Organization shall, as soon as possible, but in no event more than five business days of discovery, report to the District any Data Incident. Partner Organization's written report shall identify (i) the nature of the Data Incident, (ii) what information was used or disclosed, (iii) who or what was the cause of the Data Incident, (iv) what Partner Organization has done or shall do to mitigate harm from the Data Incident, and (v) what corrective action Partner Organization has taken or shall take to prevent future similar Data Incidents. Partner Organization shall provide such other information, including a written report, as reasonably requested by the District.

2. In its sole discretion, the District may immediately terminate this Agreement, along with any other agreements with Partner Organization which incorporate this Agreement, if it determines it is not possible to repair or correct the Data Incident.

E. Information Security Safeguards. Partner Organization shall, at all times that it accesses, stores, transmits, maintains or processes Confidential District Information have in place reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of such information.

F. Industry Standard Datacenter Audit. On an annual basis, Partner Organization will have an SSAE-16 (or its successor standard) audit conducted addressing the controls and related control objectives of Partner Organization. Such audit shall be performed by a third party experienced in performing system security audits. Partner Organization shall promptly provide District with a copy of the results of the audit upon District's written request. If such audit report indicates any deficiencies in the security standards utilized by Partner Organization, then Partner Organization shall provide District with a response to each identified deficiency, and shall promptly undertake, at Partner Organization's expense, to remedy any material deficiencies, and shall report to District when such material deficiencies have been remedied.

**SECTION III
SPECIAL PROVISIONS RELATED TO EDUCATION RECORDS**

A. Purpose. Partner Organization, by providing certain institutional services and functions on behalf of the District, may require access to a student’s Education Records to effectively deliver its services. Partner Organization further agrees to be under the direct control of the District with respect to the maintenance of student Education Records relating to the governance, use, and re-disclosure of Personally Identifiable Information, which will be in accordance with, and contingent upon compliance with FERPA and the Children's Online Privacy Protection Act ("COPPA") (15 U.S.C. §§ 6501–6506).

B. Minimum Necessary. In order to perform the service(s) described in the Service Agreement, the Partner Organization agrees that it will limit the collection and/or utilization of Education Records to the minimum necessary.

C. Qualified FERPA Exception. Partner Organization understands and agrees that the purpose and contemplated use of the Education Records disclosed by the District is solely to provide the educational services for, or on behalf of the District described herein. The Partner Organization shall be designated a “school official” according to FERPA and District policy, as an organization to which the District has outsourced institutional services or functions for which the District would otherwise utilize its own employees. The Partner Organization acknowledges that it is under the direct control of the District for the purposes of use and maintenance of Education Records disclosed pursuant to this Agreement, and that the Partner Organization agrees to comply with the applicable provisions of FERPA in order to safeguard the confidentiality of Education Records and student information.

D. Redisclosure. Education Records may only be re-disclosed by Partner Organization to a third party with the prior written approval of the District, in accordance with this Agreement, or in compliance with FERPA and its regulations.

E. Remedies, Penalties, Indemnification. The failure to comply with the requirements of FERPA or COPPA could subject Partner Organization and third parties to penalties under state and federal law. Partner Organization acknowledges there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach will result in irreparable harm to the District, and therefore, that upon any such breach or threatened breach, the District shall be entitled to seek appropriate equitable relief including specific performance and any additional remedies the law may allow, including injunctive relief.

**SECTION III
INDEMNIFICATION**

A. Partner Organization will indemnify, defend, and hold harmless District and District’s affiliates, officers, directors, and employees from and against any third-party claims, demands, causes of action, judgments, damages, liabilities, costs, and expenses (including reasonable attorney’s fees) arising from or relating to Partner Organization’s or any of Partner Organization’s employees, agents, contractors, or representatives unauthorized use, misuse, or illegal use of Confidential District Information, Education Records, or Personally Identifiable Information, or for any breach of this Agreement by Partner Organization. The District and any indemnified party shall cooperate and comply with the reasonable requests of Partner Organization in connection with the defense of any such claim. The receipt or providing such assistance is

not a waiver of any alleged breach nor does the acceptance of such assistance constitute a waiver of any such breach by the District. Partner Organization shall control the defense and settlement of any such claim.

B. If Partner Organization's conduct triggers any third-party notice requirements under applicable Privacy Laws, Partner Organization shall indemnify the District for any actual and reasonable notification-related costs incurred by the District.

**SECTION IV
GENERAL TERMS AND CONDITIONS**

A. Coordination with Partner Organization Authorized Representatives. During the term of this Agreement, Partner Organization will fully coordinate all of its services provided hereunder with the District through its designated authorized representative.

1. The authorized representative signatory below has authority to bind Partner Organization to the terms and conditions of this Agreement.

2. The authorized representative signatory shall also be responsible for requiring Partner Organization personnel and other authorized representatives of Partner Organization accessing information from District records to execute affidavits of nondisclosure or other documentation indicating that each person will be held accountable for the proper management, use, and protection of all information and records provided by District.

B. Examination of Records.

1. Partner Organization will keep true and complete records of any and all data received, exchanged, and shared between and amongst its employees, agents, subcontractors, and volunteers pursuant to this Agreement. Upon reasonable request, Partner Organization shall provide access to such records to District at a mutually agreed time.

2. Partner Organization agrees that it will keep and preserve all business records and reports created during the course of this Agreement for at least three (3) years from the date of receipt under this Agreement, except that Confidential District Information shall be returned or destroyed in accordance with the provisions of Section II.F.6 of this Agreement.

C. Modification. This Agreement shall only be modified in writing signed by duly authorized representatives of both Partner Organization and the District. All requests for modifications should be directed to the authorized representative of the District and Partner Organization.

D. Notice. Any notice this Agreement requires must be in writing and will be effective only if sent by certified U.S. mail, return receipt requested, or via electronic mail, to an authorized representative provided in this Agreement, which is as follows:

[Insert Notice Information below]:

Partner Organization: _____

District: Bryan Dunne, Director of IMS
Bryan.Dunne@ops.org

With Copies to: Megan Neiles-Brasch
Megan.Neiles-Brasch@ops.org
Office of the General Counsel
Omaha Public Schools
3215 Cuming Street
Omaha, NE 68131

E. Term. The effective date begins on the next business day that follows after each authorized representative of Partner Organization and the District executes this Agreement and it shall expire at the time Partner Organization no longer provides its services or is terminated in accordance with this Agreement; provided, however, a lapse or stoppage of services by Partner Organization as a result of the District’s school year ending that timely resumes with the commencement of the next District school year shall not be construed or interpreted as the termination of this Agreement; furthermore, at the beginning of each school year, upon re-execution by each authorized representative of the District and Partner Organization, the parties mutually agree this Agreement is revived according to the same, or any amended terms and conditions contained herein.

F. Subcontractors. Partner Organization shall require any subcontractor to comply with the provisions of this Agreement.

G. Termination. The District may terminate this Agreement for convenience with thirty (30) days' prior written notice with brief description of the reason for the termination to the Partner Organization.

H. Compliance with Federal and State Confidentiality and Privacy Laws. Partner Organization and the District agree and understand this Agreement must be in compliance with all relevant Privacy Laws. In the event of a conflict between this Agreement and any Privacy Laws, Privacy Laws shall control. In the event of conflict or uncertainty interpreting controlling law regarding the collection, access, use, or disclosure of Regulated Information, a party will resolve the uncertainty or conflict in favor of prohibiting the collection, access, use, or disclosure of such information.

I. Compliance with District Policies. Partner Organization agrees to comply with the applicable written District Board of Education policies, which hereafter by this reference are incorporated into and enforceable under this Agreement.

J. Governing Law and Jurisdiction. In the event that any disputes arise from this Agreement, the parties agree to submit such disputes to the state or federal courts located within Douglas County, Nebraska, and such courts shall have exclusive jurisdiction over the disputes. The parties agree that Nebraska law will govern such disputes that arise from this Agreement, without regard to rules regarding conflicts of law.

K. Independent Contractor. The parties are independent contractors in their relationship to one another and are not, by virtue of this Agreement or otherwise, made agents, employees, employers or joint venturers of one another. Neither party shall have authority to bind the other. In furtherance of the foregoing, and not in limitation thereof, no Partner Organization employee, contractor, representative, or agent shall be entitled to participate in any group insurance program or to take advantage of any other rights, privileges or employee benefit plans established for employees of OPS. OPS shall not be obligated to pay employment taxes on or make withholdings in connection with compensation paid to any Partner Organization employee, contractor, representative, or agent. Partner Organization is responsible for all such taxes related to such compensation paid hereunder, including any federal and state income tax, employment tax, social security, or any other obligations under laws or requirements of governmental bodies, and shall indemnify OPS against any taxes, liabilities, penalties or costs incurred by OPS arising out of any failure of Partner Organization to pay such taxes or from reclassification of any Partner Organization employee, contractor, representative, or agent from an independent contractor to an employee of OPS. OPS will not reimburse Partner Organization for, or provide Partner Organization or Partner Organization's employees, representatives, or agents with, any form of insurance benefits, pension benefits, vacation or holiday benefits or any other benefits or expenses whatsoever.

L. Work Eligibility. Pursuant to Neb. Rev. Stat. §§ 4-108 through 114, Partner Organization shall use a federal electronic verification program authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. §1324 ("E-verify Program" or an equivalent federal program designated by the Department of Homeland Security or other authorized federal agency) to verify the work eligibility status of new employees physically performing services within the State of Nebraska.

M. Non-Discrimination. Partner Organization agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. Partner Organization agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by Partner Organization or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

N. Survival of Certain Provisions. The terms and conditions of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

O. No Agency Created. Partner Organization agrees and understands that no authority exists through this Agreement permitting Partner Organization to enter into any third party contract, assume any obligation, or make any representation to third parties on behalf of, or which may bind the District.

P. Authorized Representative. Partner Organization certifies that the individual signing below on its behalf is fully authorized to do so, is fully authorized to bind and commit Partner Organization to the obligations set forth herein, and that no other consents or authorizations are needed to bind Partner Organization to the terms of this Agreement.

Q. Contract Documents. This Agreement consists of the following attachments which are incorporated herein and made a part hereof by reference which are found after the signature page:

1. Attachment 1, Certification of Destruction/Return of Confidential District Information

Partner Organization hereby signifies its acceptance of the terms and conditions of this Agreement.

Service Agreement: _____

Agreed to:

Partner Organization

Agreed to:

Douglas County School District (0001) (a/k/a)
Omaha Public Schools

3215 Cuming Street
Omaha, Nebraska 68131

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: President, Board of Education

Date: _____

Date: _____

Attest:

By: _____

Title: Secretary, Board of Education



Attachment E
Certification of Destruction/Return of Confidential District Information

I\We, _____, as the authorized representative(s) of the Partner Organization (identified below) do hereby acknowledge and certify under penalty of perjury that

[check one]:

_____ (a) the Confidential District Information provided Partner Organization pursuant to the OPS Data Protection Agreement was destroyed. Further, all Regulated Information was destroyed by: (a) shredding; (b) permanently erasing and deleting; (c) degaussing; or (d) otherwise modifying the Confidential Information in such records to make it unreadable, unreconstructable, and indecipherable through any means, in accordance with NIST 800-88 or an equivalent standard.

_____ (b) the Confidential District Information provided Partner Organization pursuant to the OPS Data Protection Agreement has been returned.

Print Name: _____ Date: _____

Title: _____

Partner Organization/Agency: _____

Signature: _____

ATTACHMENT F – SAMPLE INVOICES

ATTACHMENT G – BIDDER’S PROPOSED WAN DESIGN

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