REQUEST FOR PROPOSALS FOR THE SALE OR LEASE OF THE ICN

RFP 13-006

FEBRUARY 2013

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NOTICE TO RECIPIENTS

This Request for Proposals (the "RFP") for the sale or lease of the ICN ("ICN") has been prepared for informational purposes, solely for use by potential Offerors in considering the acquisition of the assets and business or the lease of assets of the ICN. The sale or lease project manager has not independently verified any of the information and data contained herein and the same are enclosed for information purposes only. The information contained herein has been prepared to assist interested parties in making their own evaluation of the ICN and does not purport to be all-inclusive or to contain all of the information that a prospective participant may desire. Each recipient of the information and data contained herein should perform its own independent investigation and analysis of the transaction and the value of the assets and business of the ICN. The information and data contained herein are not a substitute for the recipient's independent evaluation and analysis.

OFFERORS ARE RESPONSIBLE FOR CONDUCTING SUCH INVESTIGATION AND DUE DILIGENCE AS THEY MAY DEEM APPROPRIATE IN CONNECTION WITH PARTICIPATION IN THE ICN SALE OR LEASE PROCESS. BY SUBMISSION OF AN OFFER FOR ICN, EACH OFFEROR ACKNOWLEDGES AND AGREES THAT NEITHER THE STATE OF IOWA (INCLUDING THE ICN) NOR THE SALE OR LEASE PROJECT MANAGER MAKES ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION SET FORTH HEREIN, OR PROVIDED IN CONNECTION WITH DUE DILIGENCE, AND NEITHER SHALL HAVE ANY LIABILITY FOR ANY REPRESENTATIONS (EXPRESSED OR IMPLIED) CONTAINED HEREIN, OR FOR ANY OMISSIONS FROM THIS RFP, OR ANY OTHER WRITTEN OR ORAL COMMUNICATIONS TRANSMITTED TO THE RECIPIENT BY THE SALE OR LEASE PROJECT MANAGER OR THE ICN IN THE COURSE OF THE RECIPIENT'S EVALUATION OF THE PROPOSED ICN TRANSACTION. THE ICN RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND OFFERS AND THE IOWA GENERAL ASSEMBLY RESERVES THE RIGHT TO CANCEL THE SALE OR LEASE PROCESS AT ANY TIME.

This RFP may include certain statements, estimates and results provided by the ICN's management with respect to the anticipated future performance of the ICN. Such statements, estimates and projections reflect various assumptions by the ICN's management that have been included solely for illustrative purposes. No representations are made as to the accuracy of such statements, estimates or results with respect to any other materials herein. Statements contained in this RFP describing documents and agreements are provided in summary form only and such summaries are qualified in their entirety by reference to such documents and agreements.

SECTION I

Summary of the Opportunity

The Government of the State of Iowa is seeking a capable and qualified candidate to purchase or lease the assets or operational capabilities of the ICN (ICN). This is a unique opportunity to own, operate and maintain a statewide, facilities based fiber optic network.

The ICN is one of the nation's premier, state owned fiber-optic networks. It is primarily dedicated to distance learning and to providing Iowans with convenient, equal access to education and government. The Network was established to make it possible for Iowans, physically separated by location, to interact in an efficient, creative, and cost-effective manner. Through partnerships with education, medicine, the judicial system, government agencies, and the National Guard, the Network provides live, full-motion video to over 700 classrooms around Iowa, located in schools, National Guard armories, libraries, hospitals, and federal and state government offices. ICN services include full-motion video, video over IP, voice, data, WAN (Wide Area Network) connections, and high-speed Internet.

Over three decades, the ICN has invested in numerous capital equipment projects to upgrade network infrastructure and technology to provide for the needs of the authorized users. Such expansion continues today. On July 2, 2010, the ICN received a $16.2 million federal grant for broadband infrastructure funding for its "Bridging the Digital Divide for Iowa Communities" grant project. The funds are being used to enhance the ICN network to a ten (10) Gbps (gigabits per second) backbone that reaches all 99 counties in the state. This middle mile network advancement project provides one Gbps of symmetrical Ethernet connectivity to 1,036 education facilities, hospitals, libraries, public safety, workforce development, and other Community Anchor Institutions throughout the state.

This is the ICN today, but as a privatized entity, the ICN has additional potential. As a government entity it is limited from engaging in a wide range of commercial activities, including restrictions on marketing efforts, providing retail offerings and providing any type of service to unauthorized entities. Iowa Code chapter 8D, and implemented pursuant to 751 IAC 7.1 defines authorized users of the ICN and excludes the vast majority of private sector entities including all for-profit enterprises. The privatization of the ICN will free it from these restrictions, allowing the ICN to not only offer and market new services to its existing customers but to increase its customer base by aggressively marketing to new customers.

The ICN is an important part of Iowa's infrastructure and the Iowa General Assembly has articulated in the legislation enabling privatization that the Iowa Telecommunications and Technology Commission (ITTC), the entity with the sole authority to supervise the management, development, and operation of the ICN, apply certain conditions to the sale:

2011 Iowa Acts, Chapter 122, Section 8 as amended by 2011 Iowa Acts, Chapter 127, Section 55

*The Iowa telecommunications and technology commission shall implement a request for proposals process to sell or lease the ICN. The request for proposals shall provide for the sale to be concluded or the lease to commence during the fiscal year beginning July 1, ~~2011~~ **2012**. The commission shall condition the sale or lease of the ICN with terms that will allow existing authorized users of the network to continue such use at a lower overall long-term cost when compared to the anticipated operation and maintenance costs if state ownership and control were to continue. Public funds shall not be used to secure the purchase of the network. The commission shall submit periodic status reports to the general assembly at three-month intervals, beginning on October 1, 2011, regarding progress made toward selling or leasing the network. The prior authorization and approval requirements specified in section 8D.12 shall be complied with prior to a sale or lease of the network pursuant to this section.*

The ICN as supervised by the ITTC has determined that the period of time that "lower overall long-term cost" must be maintained will be for a period of 5 years for all currently provided services, from the contractual finalization of a sale or lease.

The objective of the law as written as well as other objectives are described in detail in Sections IV through VI of this RFP and form the basis upon which proposals will be reviewed and evaluated. Ultimately, one qualified Offeror will be selected with which the ITTC will enter into final contracts for the acquisition of the ICN. The final transaction requires the approval of the Iowa General Assembly.

A sale transaction will be in the form of the purchase of the ICN's assets (excluding land and buildings), with the buyer assuming the ICN's principal contractual rights and obligations, including any outstanding ICN debt.

A lease of the network will be defined as the rental of all physical assets listed in the RFP. The State of Iowa will remain the owner of those physical assets and remain responsible for all contracts and expenses related to carrier circuits, fiber IRUs and network maintenance. The state will continue to incur all costs related to any contracts currently in place including all costs, related to collocation and Rights of Way (ROW) expense.

SECTION II

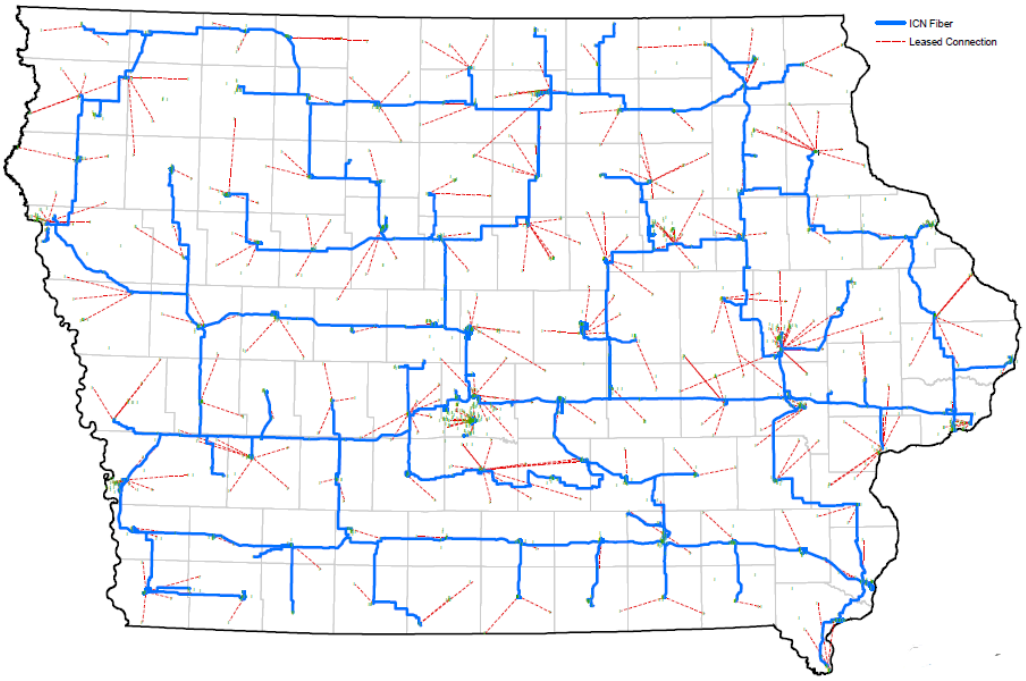
Overview of the ICN

A. Profile of the ICN

The ICN is a state agency that administers Iowa's statewide fiber optic telecommunications network. The ICN provides state and federal governments, public and private schools, higher education, healthcare facilities, libraries, and courts secure, fast, reliable Internet access. Its robust network and ability to purchase volume services means higher quality and lower prices for authorized users. The ICN operates as a quasi-independent entity. Fees for services make up the majority of the revenue received by the ICN. The ICN has not received a General Fund appropriation since FY 2004. State appropriations for infrastructure purposes, however, have been periodically received by the ICN since FY 2004.

The ICN provides voice, video, data, WAN connections and Internet to authorized users via an expansive network of state-owned and leased fiber.

ICN Backbone and Leased Connections



In the early 1980's Iowa community colleges were the first to experiment with educational networks for distance learning. Several community colleges planned and installed separate microwave-based telecommunications networks. In mid-1989, a bill was passed and signed providing for the construction of a shared, statewide telecommunications network.

Construction on Parts I and II of the Network began in late 1990. This consisted of installing one fiber optic endpoint per county (99), one at each of the three state universities, one at IPTV, and one on the State Capitol Complex for a total of 104 endpoints. The 104 endpoints of Parts I and II became operational in 1993.

ICN became a State agency in 1994 and the Iowa Telecommunications and Technology Commission (ITTC) was established by the General Assembly as the ICN's governing body. Telemedicine and federal government were given authorized user status.

The first Part III site became operational at Battle Creek-Ida Grove High School in 1995. Later that year, the first armory, Audubon Armory, was designated as a community learning center and connected to the ICN. Use of ICN services at armories continues to assist the National Guard in training and allows Iowans another place to access ICN video services.

The Governor then signed a plan in 1995 establishing Part III of the Network, which consisted of adding full-motion video sites to public and private school districts, area education agencies, and public libraries throughout Iowa.

A major milestone was met in late 1997 when the 500th full-motion video classroom was connected to the ICN, followed by the 600th classroom the very next year. Currently, there are over 700 ICN video classrooms. The original design of the Network, at full maturity, only planned for 500 classrooms.

In 2000, the ICN began to upgrade the backbone of the Network to Asynchronous Transfer Mode (ATM) and MPEG-2 technologies. The switch to ATM technology allowed for higher speed transmission of information for video, Internet, and long distance voice communications. MPEG-2 video equipment allowed for increased bandwidth efficiency, improving the quality of full-motion, two-way interactive video. Deployment of an ICN ring topology structure continued, featuring two-way uninterrupted signal transmission for increased dependability. The Network upgrade was completed in 2002.

Ethernet was originally created for local area networks (LANs). As technology advanced wide area network (WAN) Ethernet service was offered beginning in 2003, allowing customers to share software and equipment at reduced cost compared to frame relay and dedicated circuits.

ICN continued to add new technologies as the industry evolved and user demand increased. ICN started deploying core 10 Gbps switches in 2006, using MPLS (Multi-Protocol Label Switching). The ICN also started deploying a core router network shortly afterward. Both were essentially complete by 2009, with 18 core switches and 12 core routers, though additional router sites will be added as traffic warrants. This change to MPLS allows the network to be more flexible for different types of data, so a different platform isn't required for each different type of service. Aggregation sites and edge sites are now being migrated away from the ATM platform. Iowa's receipt of a BTOP (Broadband Technology Opportunities Program) grant will expedite this migration. ICN anticipates the majority of the sites will be converted when the upgrade funded by the BTOP grant ends 6/30/2013.

Today, the ICN serves approximately 1,200 customers across the state and include:

- Education – K-12 Schools, Post secondary Institutions (Community Colleges, Independent Non-Profit and Private Colleges, Universities and Regents Universities)
- State and Federal government agencies
- Public Libraries
- Area Education Agencies
- Judicial and Legislative Branches of State Government
- Hospitals and Physician Clinics

"Authorized Users" of the ICN are defined in Iowa Code. Iowa Code chapter 8D, and implemented pursuant to 751 IAC 7.1.

B. The ICN's Lines of Business

The ICN offers authorized users a suite of products.

- Internet
- Private Data Service
    - Dedicated Circuits (transmission of signal information)
    - Switched Circuits
    - ATM (Asynchronous Transfer Mode) – Digital transmission protocol
    - Ethernet 1-200 MB Internet
- Video
    - Approximately 700 video sites statewide
    - Transitioning to a Video over IP Platform
- Voice
    - Local Telephone[1]
        - State Agencies
        - Capitol Complex
        - Des Moines metro area
    - Long Distance, toll-free, voice conferencing, calling cards statewide

[1] The management of the Capitol Complex Phone system and all connected devices will remain within the administrative function of the State of Iowa and not offered for sale or lease in this RFP.

C. Summary of Products and Services

Internet Access

In recent years, the ICN has focused on Internet services. In terms of Network throughput and service provider access, ICN is one of Iowa's largest Internet service providers (ISPs). ICN Internet services provide highly reliable connections to the web with virtually error-free service. The network has a reliability of 99.999 percent. ICN's live 24-hour Network Operations Center (NOC) monitors the Network and takes trouble calls.

The amount of Internet purchased by authorized users has increased 165 percent over the past two years (2603 Megabits to 6890 Megabits). The vast majority of this bandwidth (79 percent) is being used by educational entities (5475 Megabits by education, 1415 Megabits for non-education). More than 84 percent of the 4287 Megabit increase over the last two years has been ordered by educational entities (3581 Megabits for education, 706 Megabits for non-education).

The ICN expects demand for access to high-speed Internet by ICN's authorized users to continue to grow. The Iowa 1:1 Laptop program, for example, has driven increased demand for broadband services because ICN provides many Iowa schools with Internet services necessary for the program. Schools see the need of increasing bandwidth capabilities by doubling, and in some cases, tripling their previous Internet capacity.

Internet Services currently offered by the ICN include 56 Kbps, T1 Service (1.544 Mbps), DS3 Service (44.7 Mbps) and Ethernet at 1-200 Mbps.

Private Data Services

The ICN offers physical and virtual links connecting enterprise LANs (Local Area Network) with the outside world. Data services come in many types and speeds and support different applications.

Dedicated circuits provide point-to-point voice grade quality with the utmost in reliability. Dedicated circuits connect locations in the same city or across the world, and are offered in DS0 (64 kbps), DS1 (1.544 Mbps), and DS3 (44.7 Mbps). For locations outside the capitol complex, the ICN works directly with local exchange carriers on behalf of users.

The ICN also offers WAN (Wide Area Network) connections including Ethernet circuits to provide long distance, high speed connectivity. Ethernet is used for file transfers, VoIP, Internet, and video applications. The ICN Ethernet offering is provisioned by service area, with each area supporting different speeds and service types ranging from 800 kbps DSL to 1 Gbps Ethernet.

Video Services

The ICN offers authorized users full-motion video for distance learning, training, and other applications. In Iowa, students can have equal access to classes through other high schools and colleges with ICN's full-motion, broadcast quality video. Movement is smooth, dialogue is possible via microphone, and network technology allows real time interaction between two or more sites. The ICN provided a total of 151,785 full motion video hours in Fiscal Year 2011.

The ICN is currently engaging in a project to incorporate an Internet Protocol (IP) video service, which is based on current industry standards for video conferencing (H.323/SIP). The new standard provides robust features, high quality video, and extensive support.

Voice Services

The ICN offers authorized users long distance and toll free services, telephone voice messaging service, long distance calling card services and no-reservation conference calling service.

The ICN also provides local telephone service to state agencies located on the Capitol Complex and throughout the Des Moines metro area. The management of the Capitol Complex Phone system and all connected devices will remain within the administrative function of the State of Iowa and not be included in the sale or lease of the ICN.

D. Network Capabilities

The ICN operates a robust network featuring 3,500 miles of state owned fiber and approximately 5,800 miles of leased fiber and leased circuits; together, these provide for statewide connectivity. The data network utilizes MPLS (Multi-Protocol Label Switching) and VPN (Virtual Private Networks) including Ethernet switches and routers.

The legacy Nortel DMS (Digital Multiplex System) 500 provides for dial tone in state operated telephone system mode available to state funded organizations. This dial tone and other transport and connectivity services including Internet access are provided over a WDM (Wave Division Multiplexing) system deployed across the statewide fiber optic network. This WDM system is being upgraded to a standards-based (IEEE) wide-area, open access, carrier neutral Ethernet transported on an higher capacity underlying Dense Wavelength Division Multiplexing (DWDM) platform.

The upgrade is part of the Comprehensive Community Infrastructure (CCI) grant under the federal Broadband Technology Opportunities Program (BTOP). The CCI project, approved during the second round of BTOP grants, is currently being deployed. When completed on June 30, 2013, it will increase Network capacity to a 10 Gbps backbone that reaches all 99 counties in Iowa. The enhancement will also provide 1 Gbps of symmetrical Ethernet connectivity to more than a thousand education facilities, hospitals, libraries, public safety entites, workforce development sites, and other authorized users throughout the state.

The new network topology covers the geographic area of the state using five DWDM rings, each of which is connected to two adjoining rings in diverse locations. These rings comprise the backbone used to transport aggregated Ethernet traffic among the aggregation points and to IP Exchanges. At the IP Exchanges, traffic can be directed to other networks, including the Internet and to Internet2[2]. Because traffic is connected through the IP Exchanges, local traffic can be directed to local connections, reducing traffic and congestion on the Internet. Any end user can interface with another end user, or with other networks connected to the backbone.

[2] Internet2 is an advanced networking consortium led by the research and education community. See www.internet2.edu.

Connecting the five rings and the aggregation switches, DWDM Multiplexers will initially have 40 Gbps of capacity for traffic between the access points and the interconnected destination networks. These multiplexers can be upgraded to 400 Gbps of capacity using current transponders. Because DWDM systems passively direct light waves, as new and higher capacity products are developed, the DWDM platform will remain current.

As part of the project, aggregation switches have been upgraded with sufficient optical capacity to serve the 105 distribution points in the network. These switches provide MPLS and QoS controls, as well as port level capacity management for connection management and control required to combine multiple sub-gigabit traffic streams. The aggregation switch provides a layer in which oversubscription can be used to manage traffic growth.

New Ethernet distribution switches are being put in place to serve new fiber connections from aggregation switches to distribution points. The switches provide 24 - one gigabit ports and 2 - ten gigabit ports for use as network uplinks. This enables growth in the network while controlling initial investment. The distribution switch provides port level traffic controls, and can be used as an oversubscription point. New Ethernet access switches are also being installed to provide capacity to end users. These switches will provide MPLS and QoS controls, as well as port level capacity controls required to enable insertion of multiple connections. 8 - one Gbps and 4 - SFP ports are available at capacities up to 1 Gbps.

This combination of network components provides significant broadband capacity across the state for public and future private purposes. This approach ensures that connectivity in the middle mile is addressed at the destination end via links to IP Exchange points and at the source end by ensuring that excess ports are available for expanded use at all Ethernet switching sites. As a result, the ICN is uniquely positioned to provide broadband services to all 99 counties including to traditionally underserved areas.

E. Competitive Environment

There are many telecommunications providers across the state providing local, long distance, wireless, video and Internet customers. Technology advancements allow providers to expand beyond their traditional services and compete in what had previously represented protected territories. Local telephone companies now transmit television channels and provide DSL to compete with cable and satellite providers. Cable companies now provide phone service over coaxial and fiber. High-speed Internet is delivered over satellite, cellular, phone, cable and fixed wireless networks. Data services are offered by many commercial and private network owners.

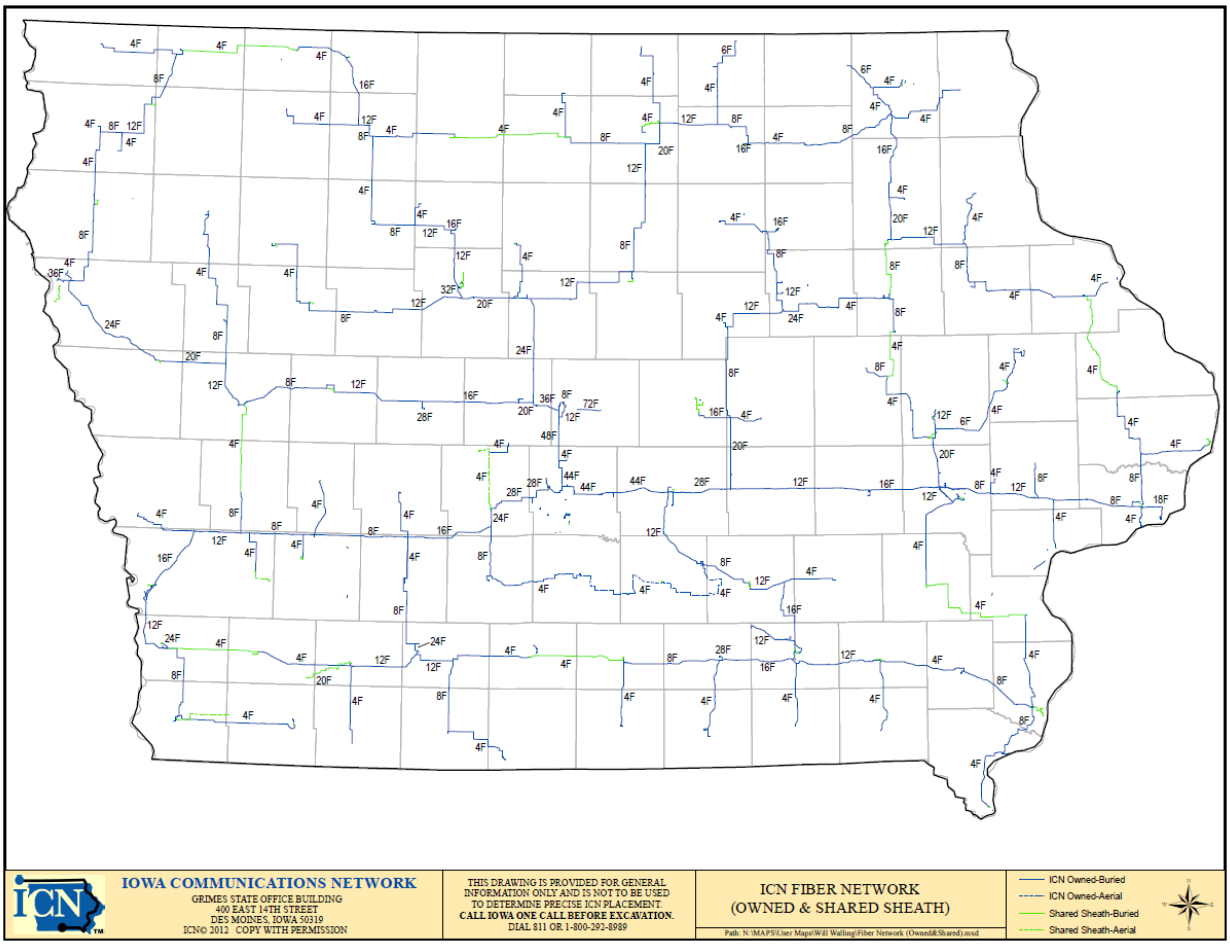
Known commercial providers of telecommunications services in Iowa include:

- 154 local telephone companies in Iowa, more than in any other state
- 18 Municipal Utilities that deliver telecommunications service (some also deliver cable)
- 16 Fixed and Mobile wireless providers
- Mediacom
- Century Link
- Verizon
- A T & T

- Sprint
- Windstream

F. Network Specifications

The network owned by the ICN reaches all 99 Iowa counties. In addition to 3,500 miles of state-owned fiber, the state leases 5,800 miles of fiber from local telephone companies and national carriers. See the high-level map below and on page 5 above.



F. Active Network Components.

The ICN's owned and leased network extends to all 99 counties in Iowa connecting all of the ICN's switching facilities. The network is configured in a ring system and consists of the following active network components. The table below shows brand, model and version and count for all active and inventoried network components.

ADC	24 port DDP-3	12
ADC	3 port DSX-3 - MFP	397
ADC	56 port DDP-1	12
ADC	56 position Jack Panel	153
ADC	8 port DSX-1 - MFP	392
ADC	84 position Jack Panel	27
ADC	AAC-2	59
ADC	AAC-3	8
ADC	Above Grnd fib enclosure	3
ADC	FDP - 12 position FL2	16
ADC	FDP - 20 position	1
ADC	FDP - 48 position FL2	7
ADC	FDP - 6 position MFP	11
ADC	FDP - 72 position	21
ADC	M1544-200	42
ADC	QCP 200pr Termination	2
ADC	QLX-2	5
ADC	WIC	13
ADVA	FSP3000	45
ADVA	OTDR-8-Port-FC	26
Adtran	OPTI - 6100	76
Aethra	AMS400	1
Akamai	HP ProCurve 2910al-24G	2
Akamai	HP ProCurve 3400cl	1
Akamai	ZT Group 1x6-X1 SSD SVR	3
Akamai	ZT Reliant 2X8-G3	3
Alcatel-Lucent	1603/12SM	2
Alcatel-Lucent	1631 SX	2
Alcatel-Lucent	1692MSE-Compact	85
Alcatel-Lucent	1692MSE-MS	16
Alcatel-Lucent	7210SAS-D	14
Alcatel-Lucent	7210SAS-E	72
Alcatel-Lucent	7450ESS-6	18
Alcatel-Lucent	7710	2
Alcatel-Lucent	CBX500	15
Alcatel-Lucent	DMX	41
Alcatel-Lucent	EON 40G	6
Alcatel-Lucent	GX550	2
Alcatel-Lucent	LambdaUnite	4
Alcatel-Lucent	PM2E	16
Alcatel-Lucent	PSAX 1250	7
Alcatel-Lucent	PSAX 4500	1
Allied Telesyn	AT-MC115XL	4

Amcom	Call Locator-911 System	1
Bay Network	5000	1
Bay Network	Annex	1
Black Box	ME800A short haul modem	6
C and D	1.38886.00HFM48-7.5	1
C and D	111.3886.00	1
C and D	111.38886.00	1
C and D	AGM 15	1
C and D	AGM 45	2
C and D	FC 4830	1
C and D	HFM 48-7.5	3
C and D	HFM 4830	1
C and D	HFM 48B7.5	2
C and D	HFM48-7.5	2
C and D	HFM48B7.5	3
C and D	Titan II	1
CAT	3306B	1
CAT	Olympian G10U3S	2
CAT	Olympian G15U3S	5
CAT	Olympian G25UH3S	1
CAT	Olympian G45F3S	1
Carrier Access	Wide Bank 28	1
Check Point	SBX-166LHGE-4	1
Ciena	CN3920-AC	149
Ciena	CN3920-DC	398
Ciena	CN3940-AC	4
Ciena	CN3940-DC	15
Cisco	2811	1
Cisco	3600	2
Cisco	3825	1
Cisco	AS5400	1
Cisco	VPN3002-8E	1
CoastCom	CoastCom 12 slot	167
CoastCom	CoastCom 24 slot	22
CoastCom	CoastCom 8 slot	94
Compaq	Proliant DL380	1
Corning	Lanscape FDP	104
Dell	Ngenius Appliance Linux	1
DigiOne	DigiOne SP	1
EdgeLink	EdgeLink 204	1
Enterasys	1G587-09 Dist Switch	1
Enterasys	1H582-25	12
Enterasys	1H582-51	5

Enterasys	2G4072-52 N1 Standalone	1
Enterasys	7C111 N1 Platinum	1
Enterasys	C2G124-24	1
Enterasys	C2G124-48P	16
Enterasys	C2H124-48P	4
Enterasys	C3G124-24P	6
Enterasys	C3G124-48P	6
Enterasys	RBT-4102	3
Enterasys	XSR1805	2
Enterasys	XSR1850	1
Fiberdyne	Fiberdyne 1x2	24
Fiberdyne	Fiberdyne 1x3	2
Fiberdyne	Fiberdyne 1x4	35
Foundry	MLX-4	22
Foundry	MLX-8	6
Foundry	NI-CES-2024C	1
Foundry	NI-CES-2024F	114
Foundry	RX-16	2
Fujitsu	FLM150	1
Fujitsu	Siemens	1
Generac	0-4456-0	1
Generac	04175-0	1
Generac	04456-0	1
Generac	0489-1	1
Generac	09428-0	1
Generac	09428-1	2
Generac	09428-2	1
Generac	09428-3	57
Generac	303775	3
Generac	69428-3	1
Generac	90428-3	2
Generac	91A03353-S	1
Generac	91A04314S	1
Generac	92A01287-S	3
Generac	92A02262-S	1
Generac	92A02263-S	2
Generac	92A03598-S	2
Generac	92A04171-5	2
Generac	93A01574	1
Generac	93A02931-S	1
Generac	9428	1
Generac	99A03646S	1
Generac	HSB 12KW	1
Generac	SG 92A03232-S	1
Generac	SG0041891	2
Gigamon	GigaVUE-2404	2
Hewlett Packard	7500	4
Hewlett Packard	8/12c SAN Switch Blade c	4
Hewlett Packard	9500	1
Hewlett Packard	BL460c G6	9
Hewlett Packard	BL460c G7	4
Hewlett Packard	BL465c G7	2
Hewlett Packard	BL495c G6	2
Hewlett Packard	D510PC	1
Hewlett Packard	DL320G2	1
Hewlett Packard	DL360G2	2

Hewlett Packard	DL360G3	2
Hewlett Packard	DL360G4	5
Hewlett Packard	DL360G5	3
Hewlett Packard	DL365G1	1
Hewlett Packard	DL365G5	1
Hewlett Packard	DL380G2	5
Hewlett Packard	DL380G4	4
Hewlett Packard	DL380G5	3
Hewlett Packard	DL385G2	4
Hewlett Packard	DL585G2	3
Hewlett Packard	EVA-4100	2
Hewlett Packard	GbE2c Ethernet Blade	8
Hewlett Packard	IP Console switch 1x1x16	1
Hewlett Packard	IP Console switch 3x1x16	1
Hewlett Packard	ML350 G5	4
Hewlett Packard	ML570-G2	1
Hewlett Packard	MSL6100 / MSA20	2
Hewlett Packard	P4500 G2	2
Hewlett Packard	StorageWorks 4/32 SAN	1
Hewlett Packard	StorageWorks 8/8 SAN	1
Hewlett Packard	VCFlex-10 Enet Module	2
Hewlett Packard	VLS6109	1
IBM	Xseries 205	1
Infoblox	1000	7
Infoblox	1200	2
Infoblox	IB-1050A	2
Infoblox	IB-550A	12
Internap	FC-10G	1
Internap	FD-10G	1
JDS Fitel	Shelf-CS	1
Juniper	M10i	11
Juniper	M7i	2
Juniper	MAG-SM160	2
Juniper	MX480	4
Juniper	SA4500	1
Juniper	SRX240H-DC	12
Kohler	25RZGB	75
Kohler	35RZ	2
Kohler	40REZG	10
Lantronix	UDS200	5
Liebert	Liebert HVAC	3
Majorpower	Majorsine2000	13
McAfee	McAfee IDS	2
Metrobility	10/100M to 100M FX MM/SC	8
Metrobility	10/100M to 100M FX SM/SC	9
Metrobility	10/100M to 100M FX SM/ST	1
Metrobility	DS3 BNC to SM SC	4
Microsmart	Microsmart	4
Milan	MIL-140T MM/ST-RJ45	6
Minuteman	E500	1
Minuteman	PRO1500E	2
Minuteman	PRO500E	2
Minuteman	PRO700E	1
Montclair Fiber	MWSS1X2/2-35RFCU/FCU	17
NetGuardian	NetGuardian 216	1
NetOptics	96042-10	4

NetScout	Ngenius Infinistream 10G	1
Netgear	FSM726S	1
Netgear	GS105	5
Node Controller	Node Controller	725
Nortel	5520-48T-PWR	4
Nortel	ANH	1
Nortel	ARN	30
Nortel	ASN	2
Nortel	DMS500	1
Nortel	FMT150B	260
Nortel	FMT150D	102
Nortel	M13 - DMT300	53
Nortel	OC12 - TBM	2
Nortel	OC12 - TSS	104
Nortel	OC48 - REGEN	4
Nortel	OC48 - TSS	50
Olympian	G15U3S	2
Ortronics	FDP - 36 Position MM	2
Ortronics	RJ45 Patch Panel	12
Other Provider	Provider Central Office	18
Other Provider	Provider FDP/WIC	386
Other Provider	Wireless Mux/aggregation	5
PCS	PCS	10
Panasonic	PT-DW5000	2
Panduit	Biscuit Jack	23
Panduit	RJ45 Patch Panel	38
Philtec	HPRI90K	1
Picturetel	Montage 570	1
Polycom	CMA	2
Polycom	DMA	3
Polycom	HDX7000	29
Polycom	HDX8000	2
Polycom	MGC-100	1
Polycom	RMX4000	2
Polycom	VBP-E	3
Polycom	VBP-ST	3
Positron	800310	120
Positron	800310/2	108
Positron	800310/3	8
Positron	800311	5
Positron	800311/2	36
Positron	800311/3	11
Positron	800317	2
Positron	800317/2	1
Positron	800318/2	14
Positron	Positron	64
Quintum	Tenor DX4048	1
Quintum	Tenor DX8120	4
RAD	Egate-100	7
RAD	IPMux-16	1
RAD	Optimux 1553	1
RAD	RICi-4T1	281
RAD	RICi-T1	7
RAD	RICi-T3	4
ROLM	MOD 10	6
ROLM	MOD 50	1

ROLM	MOD 70	4
ROLM	MOD 80	5
ROLM	MOD 80 Remote	4
Ratelco	FC 48100	4
Ratelco	FC 48150	3
Ratelco	FC 4830	66
Ratelco	FC 4850	15
Redline	Redline CRU	2
Redline	Redline IRU	4
Riverstone	RS3000	1
Sageon	Micro 34A Rectifier	19
Siecor	FDP-FDC-001-144	1
Siecor	FDP-FDC-002-72	25
Siecor	FDP-FDC-003-24	31
Siecor	Lanscape FDP	10
Siecor	WIC	289
Siemens	7652	7
Siemens	AP1120	35
Siemens	AP3700 IP	101
Siemens	HIPATH 3000	1
Siemens	HIPATH 4000	6
Siemens	HIPATH STMI	39
Siemens	Optipoint 500 display	1
Siemens	SP	1
Sun	E420R	1
Sun	E450/D1000	2
Sun	SunFire 280R/A1000	1
Sun	Ultra 60	2
Sun	Ultra 80 Expert 30	2
Sun	X4140	2
Symmetricom	DCD 519	4
Symmetricom	SSU 2000	9
Symmetricom	TimeSource 3000	5
Tandberg	3000MXP	5
Tandberg	TTC2-01	1
Tandberg	TTC2-02	2
Tandberg	TTC3-01	5
TelAlert	MIR3	1
Telco Systems	828 Multiplexer	1
Telco Systems	Access 60	425
Telco Systems	CES Module	13
Telco Systems	DCB-24	2
Telco Systems	FOX-2	4
Telco Systems	TMarc 250	15
Telco Systems	TMarc 254	11
Telco Systems	TMetro 100	4
Telco Systems	TMetro 200	1
Telect	LAN LINXS-WIC	2
Telect	MPOP-C	196
Televation Systems Inc	Series 200	2
Tellabs	PDN	2
Tellabs	Titan 532	3
Teltronics	SEB NET-PATH	1
TeraXion	DCMX-C0100-120K-B08B1 LC	2
Terawave	INT - TW300	695
Terawave	INT - TW400	25

Terawave	PON - TW300	9
Terawave	PON - TW600	5
Terawave	VAU - 100BaseT	2
TrippLite	PDUMH15ATNET	3
TrippLite	SMART5000TR3U	1
TrippLite	SMART500TR1U	3
Twinpack	P-19	2

Twinpack	P-23	1
VMWare	Virtual	78
Web Relay	Web Relay	4
Western Telematic Inc	PollCat NetLink	2
Western Telematic Inc	PollCat NetLink 2 - 32Mb	2

G. Organizational Structure and Profile of Employees

ICN Organization

The ICN is an autonomous agency of the State of Iowa and reports to a statutorily created commission called the Iowa Telecommunications and Technology Commission (ITTC). The ITTC was established in1994 by statute, with the sole authority to supervise the management, development, and operation of the ICN. The Commission provides for the centralized, coordinated use and control of the Network. The Commission's duty is to ensure that the Network operates in an efficient and responsible manner while providing the best economic service attainable to its customers consistent with the state's financial capacity. Educational users and the use, design, and implementation for educational applications, are, by statute, given the highest priority use of the Network.

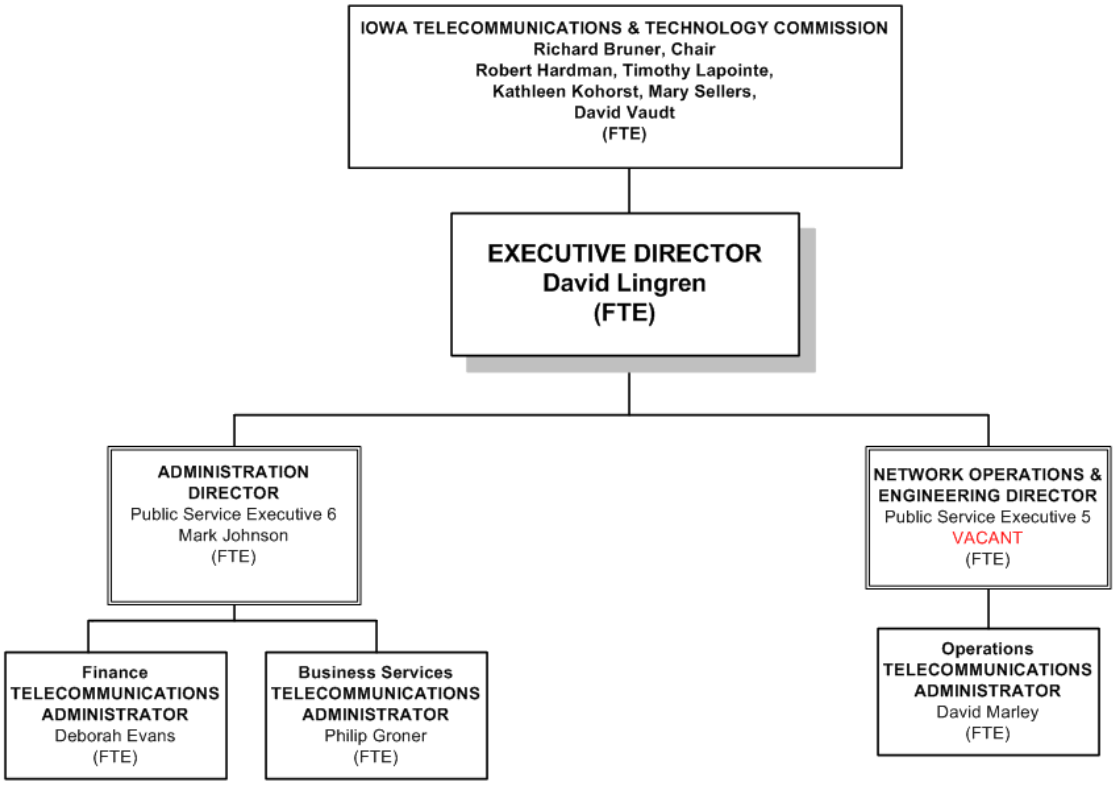
Executive Director

David Lingren is the Executive Director and is responsible for the operations of the ICN. The Executive Director duties include day to day operations, strategic direction, business development, and project oversight.

Divisions

Each of the ICN’s departments contains sections designed to provide service and support of the overall operations of the ICN. These includes finance, communications, network operations, engineering installation and maintenance, business and customer service, planning and administration, and other related functions.

IOWA COMMUNICATIONS NETWORK



Additional Organizational Charts are included in Appendix O.

SECTION III

Financial Information

The ICN differs from most state departments and agencies in that the ICN operates primarily with fee-based revenues rather than General Fund appropriations. A majority of ICN operating revenues are derived from the network's largest users: state government agencies.

Capital asset revenues are appropriated from infrastructure funding sources such as the Technology Reinvestment Fund. To ensure ICN eligibility to receive a portion of the federal Universal Service Fund (USF) reimbursements on behalf of Iowa schools and libraries a network infrastructure investment must be made by the State.

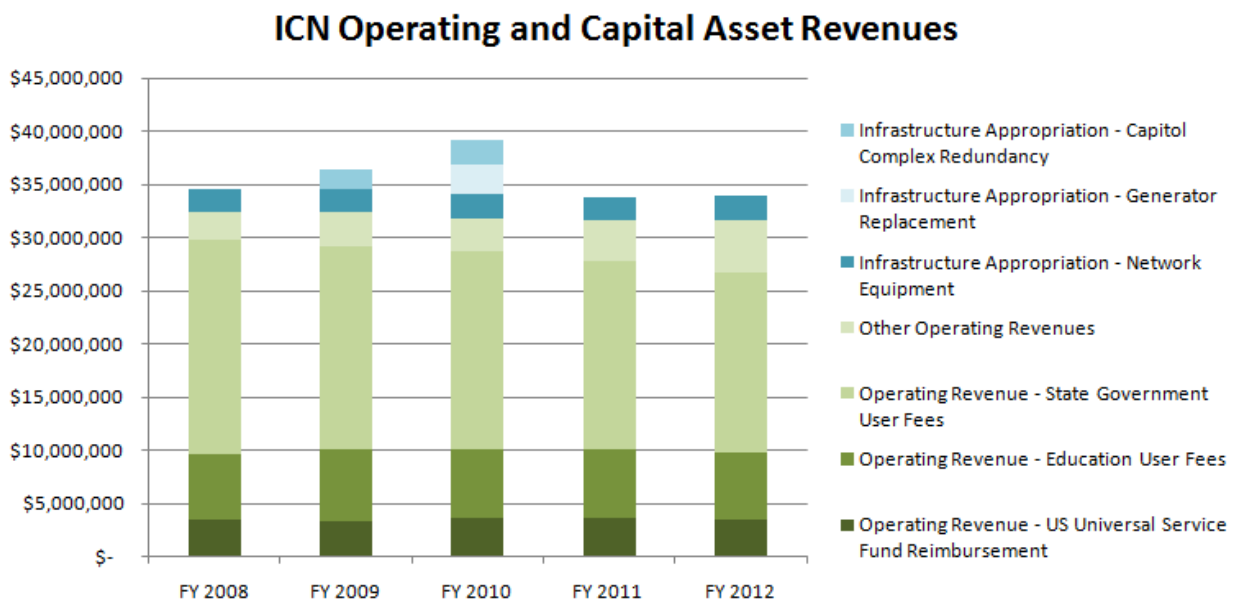
ICN also serves as manager of the Iowa Rural Health Telecommunications Program (IRHTP) in collaboration with the Iowa Hospital Association, project applicant. The IRHTP project is funded by the FCC's Rural Health Care Pilot Program.

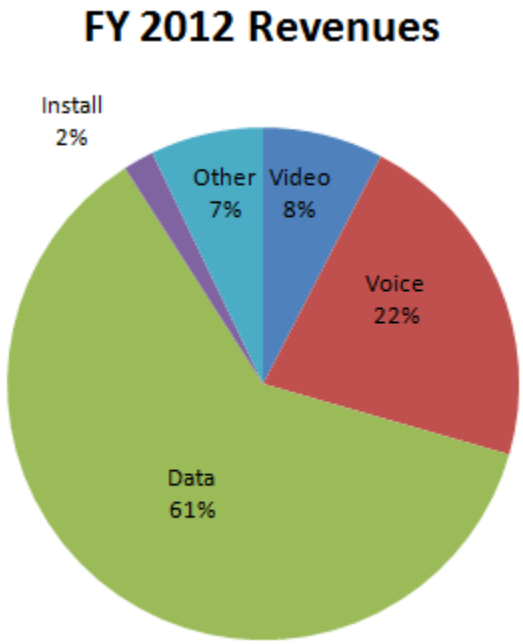
During fiscal years 2011-2013, the ICN received $16.2 million as part of the Federal Government's Broadband Technology Opportunities Program (BTOP) for infrastructure upgrades.

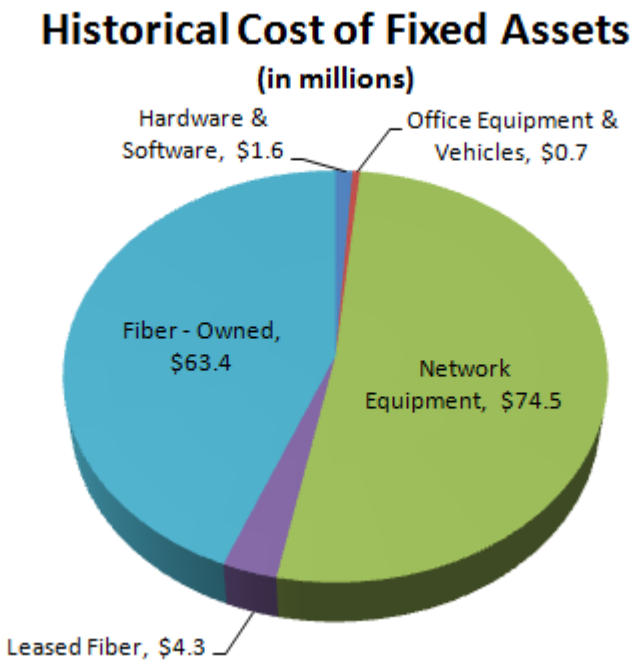
ICN Revenues, Expenses and Changes in Net Assets for Fiscal Years Ending June 30*

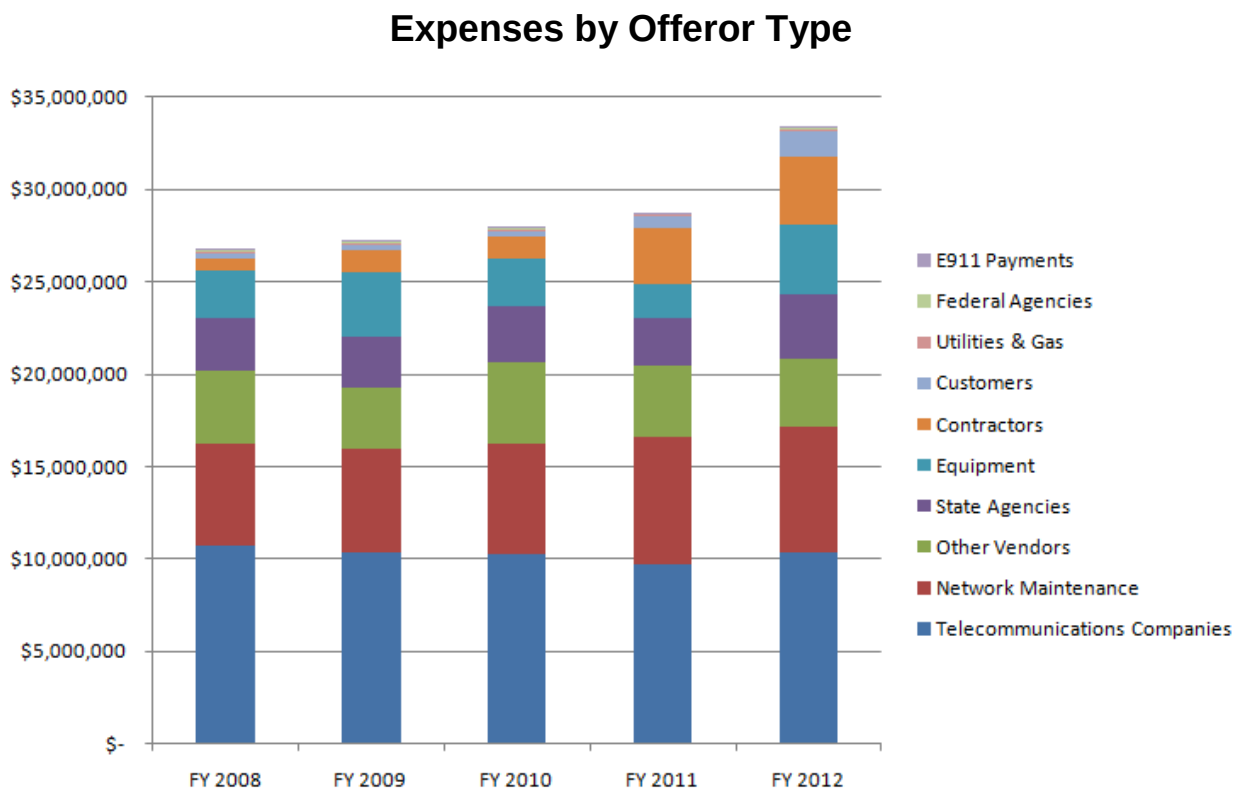
	2007	2008	2009	2010	2011	2012
Operating Revenues Sales, rents and services	$32,791	$32,438	$32,406	$31,841	$31,417	$31,662
Operating Expenses Direct, depreciation, etc	$40,195	$38,906	$38,718	$37,145	$38,120	$41,489
Operating Loss	($7,404)	($6,469)	($6,312)	($5,535)	($6,704)	($9,827)
Non-operating revenues Appropriations, grants & investment income	$2,453	$2,411	$4,261	$7,401	$2,641	$11,591
Change in net assets	($4,951)	($4,057)	($2,051)	($1,866)	($4,063)	($1,764)

***expressed in thousands**

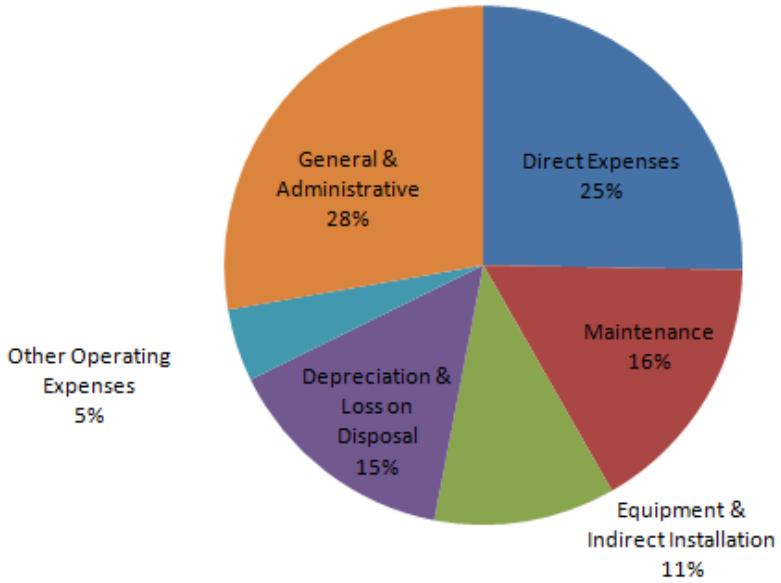

ICN Operating and Capital Asset Revenues
$45,000,000
$40,000,000
$35,000,000
$30,000,000
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$-
FY 2008
FY 2009
FY 2010
FY 2011
FY 2012
Infrastructure Appropriation - Capitol Complex Redundancy
Infrastructure Appropriation - Generator Replacement
Infrastructure Appropriation - Network Equipment
Other Operating Revenues
Operating Revenue - State Government User Fees
Operating Revenue - Education User Fees
Operating Revenue - US Universal Service Fund Reimbursement


FY 2012 Revenues
Install 2%
Other 7%
Video 8%
Voice 22%
Data 61%


Historical Cost of Fixed Assets
(in millions)
Hardware & Software, $1.6
Office Equipment & Vehicles, $0.7
Fiber - Owned, $63.4
Network Equipment, $74.5
Leased Fiber, $4.3


Expenses by Offeror Type
$35,000,000
$30,000,000
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$-
FY 2008
FY 2009
FY 2010
FY 2011
FY 2012
E911 Payments
Federal Agencies
Utilities & Gas
Customers
Contractors
Equipment
State Agencies
Other Vendors
Network Maintenance
Telecommunications Companies

FY 2012 Expenses



Statement of Net Assets as of June 30, 2012 (Unaudited)

ICN
Statement of Revenues, Expenses & Changes in Net Assets
For the Fiscal Year Ended June 30, 2012
(Unaudited)

Operating Revenues		
Sales, rents, and services	$	31,662,251
Operating Expenses		
Direct Expenses		10,489,389
Depreciation Expense		6,042,994
Other Operating Expenses		13,446,646
General & Administrative Expenses		11,509,917
Total Operating Expenses		41,488,946
Operating Loss		(9,826,695)
Non- Operating Revenues		
State Appropriations		2,248,653
Federal Grant		9,284,112
Investment Income		58,235
Total non-operating revenues		11,591,000
Increase in net assets		1,764,305
Net assets beginning of year		37,183,455
Net assets end of year	$	38,947,760

ICN
Statement of Revenues and Expenses
For the Fiscal Year Ended June 30, 2012
(Unaudited)

Operating Revenues:		
Sales, rents, and services:		
Voice Services	$	7,415,968
Data Services		20,872,312
Video Services		2,581,075

Installation Services	656,977
Equipment Sales	476
Other Revenues	176,147
Total Operating Revenues, gross	31,702,955
Bad Debt Expense	(40,704)
Total Operating Revenues, net	31,662,251
Operating Expenses:	
Direct Expenses:	
Voice Costs	2,764,732
Data Costs	6,616,085
Video Costs	337,334
Installation Costs	771,238
Total Direct Expenses	10,489,389
Depreciation Expense	6,042,994
Other Operating Expenses:	
Network Equipment	3,493,662
System Maintenance	6,827,421
System Utilities Costs	84,573
Outside Plant Costs	1,578,738
System Repair Maintenance	156,020
Other System Costs	54,330
Network Installation Costs	1,195,492
Loss on disposal of capital assets and inventory	56,410
Total Other Operating Expenses	13,446,646
General & Administrative Expenses:	
Personnel	9,754,058
Travel	

	154,834
Administrative Services	158,020
Rent	128,226
Professional Fees	1,151,237
Other General & Administrative Expenses	163,542
Total General & Administrative Expenses	11,509,917
Total Operating Expenses	41,488,946
Operating Loss	$ (9,826,695)

ICN

Statement of Revenues, Expenses & Changes in Net Assets

For the Fiscal Year Ended June 30, 2012

(Unaudited)

Operating Revenues	
Sales, rents, and services	$ 31,662,251
Operating Expenses	
Direct Expenses	10,489,389
Depreciation Expense	6,042,994
Other Operating Expenses	13,446,646
General & Administrative Expenses	11,509,917
Total Operating Expenses	41,488,946
Operating Loss	(9,826,695)
Non- Operating Revenues	
State Appropriations	2,248,653
Federal Grant	9,284,112
Investment Income	58,235
Total non-operating revenues	11,591,000
Increase in net assets	1,764,305
Net assets beginning of year	37,183,455

Net assets end of year	$ 38,947,760

ICN
Statement of Cash Flows
For the Fiscal Year Ended June 30, 2012
(Unaudited)

Cash flows from operating acivities:	
Cash received from customers	$ 30,255,409
Cash paid for goods and services	(27,098,636)
Cash paid for salaries and benefits	(9,076,034)
Net cash provided by operating activities	(5,919,261)
Cash flows from non-capital financing activities:	
State appropriations	2,248,653
Federal grant - BTOP	9,644,422
Net cash provided by non-capital financing activities	11,893,075
Cash flows from capital and related financing activities:	
Acquisition and construction of capital assets	(10,676,892)
Capital contributions	(360,307)
Net cash used in capital and related financing activities	(11,037,199)
Cash flows from investing activities:	
Interest received on investments	45,077
Net cash provided by investing activities	45,077
Net increase in cash & cash equivalents	(5,018,308)
Cash and cash equivalents, beginning of year	23,584,544
Total cash and cash equivalents, end of year	$ 8,566,236

Unexpended funds from State of Iowa capital appropriations	6,554,341
Unexpended funds for BTOP Match	5,837,673
Current cash and cash equivalents, end of year	$ 6,174,222

Reconciliation of operating loss to net cash provided by operating activities:	
Operating income	$ 7,578,044)
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation Expense	6,042,994
Loss on disposal of capital assets and inventory	56,410
(Increase) decrease in accounts receivable	(2,999,749)
(Increase) decrease in due from other state agencies	1,511,453
(Increase) decrease in inventory	(976,413)
(Increase) decrease in prepaid expense	(165,873)
(Increase) decrease in deferred revenue	81,454
(Increase) decrease in State of Iowa capital appropriation	(2,248,653)
Increase (decrease) in accounts payable	553,881
Increase (decrease) in due to other state agencies	(242,898)
Increase (decrease) in compensated absences	46,177
Total adjustments	1,658,783
Net cash provided by operating activities	$ 5,919,261)

Operating Budget Proposal
For Fiscal Year Ended June 30, 2013

		FY 2013 Proposed
Revenues		
Voice Revenues	$	7,715,782
Data Revenues		20,873,950
Video Revenues		2,956,982
Installation Charges		867,500
Equipment Appropriation Request		2,248,653
Other Revenues		231,151
Gross Revenues	$	34,894,018
Direct Expenses		
Toll		279,718
Switched Access		1.139,194
Other Voice Direct Expenses		1,662,773
Data Circuit Expenses		7,214,260
Video Direct Expenses/Other Expenses		323,324
Installation Expenses		489,500
Total Direct Expenses	$	11,108,769
Gross Margin	$	23,785,249
Operating Expenses		
System Maintenance and Technical Support		6,649,171
Outside Plant Expenses		1,313,665
Other Operating Expenses		1,220,386
Total Operating Expenses	$	9,183,222
Net Margin	$	14,602,027

General, Sales and Administrative		
Personal Services		9,680,078
Travel		177,910
Data Processing, ITE		290,747
Other Administrative Expenses		423,947
Professional Fees		1,437,000
Total G, S and A Expenses	$	12,009,682
Net Cash (Deficit) from Operations	$	2,592,345
Equipment Purchases		
Network (Net)		2,592,345
Net Equipment Purchases	$	2,592,345
Net Cash (Deficit)	$	-

Summaries of the ICN's 2007 through 2011 financial statements are contained in Appendix D

SECTION IV

Privatization Objectives

In February, 2011, the Iowa House of Representatives approved 2011 Iowa Acts, Chapter 122, Section 8, as amended by the Senate. The law, which required the sale or lease of the ICN, was signed into law by Governor Terry Branstad. The law, as currently amended, states:

> 2011 Iowa Acts, Chapter 122, Section 8 as amended by 2011 Iowa Acts, Chapter 127, Section 55
>
> *The Iowa telecommunications and technology commission shall implement a request for proposals process to sell or lease the ICN. The request for proposals shall provide for the sale to be concluded or the lease to commence during the fiscal year beginning July 1, ~~2011~~ **2012**. The commission shall condition the sale or lease of the ICN with terms that will allow existing authorized users of the network to continue such use at a lower overall long-term cost when compared to the anticipated operation and maintenance costs if state ownership and control were to continue. Public funds shall not be used to secure the purchase of the network. The commission shall submit periodic status reports to the general assembly at three-month intervals, beginning on October 1, 2011, regarding progress made toward selling or leasing the network. The prior authorization and approval requirements specified in section 8D.12 shall be complied with prior to a sale or lease of the network pursuant to this section.*

In November and December of 2011, a special committee authorized by Gov. Terry Branstad and the General Assembly had several meetings for the purpose of formulating bid specifications intended to set the parameters for sale or lease of the Network. The minutes of the meetings of the RFP Implementation Team (RIT) can be found in Appendix E.

The objectives of the legislation and the RIT reflect the importance placed on ensuring that the privatized ICN is operated in a manner consistent with the interests of the people of Iowa, specifically including the objective of maximization of the financial value received by the state as a result of the sale or lease of the network. These objectives are the foundation and context within which were developed the mandatory and other requirements set out in this RFP. **Because the interests of the people of Iowa transcend financial considerations, the highest price offered to the government for the ICN may not be successful if it is determined that an alternative offer would better meet the overall objectives of the government.**

A. Requirements, Assumptions and Objectives

Specific definitions, assumptions and objectives defined within the context of the Legislation as defined and approved by the RFP Implementation Team are listed as follows.

General definitions, assumptions and objectives:

- All Offerors will be required to meet pre-qualification requirements stated in the bid process.
  Offeror must affirmatively confirm understanding and agreement with this Objective.

- To protect any proprietary information all potential Offerors will be required to enter a Non Disclosure Agreement to the extent allowable by Iowa law.
  Offeror must affirmatively confirm and comply with this Requirement.

- To protect proprietary information the ICN shall enter into a Non Disclosure Agreement with all bid respondents to the extent allowable by Iowa law.
  Offeror will affirmatively confirm and comply.

- All assets, contracts, colocations, and ROW listed in the RFP will be documented by the ICN *without independent audit.* Buyer / seller verifications and independent audits, as deemed necessary will occur post offer as a component of contract finalization.
  Offeror must affirmatively confirm understanding and agreement with this Objective.

- Any buyer or lessee of the ICN must continue to provide all products in use as of bid closing at a "lower overall long-term cost" as required by the legislation.
  Offeror must affirmatively confirm understanding and agreement with this Objective.

- Authorized users will consist of all entities falling under the current statutory definition irrespective of if those authorized users are current active customers of the ICN. An authorized user definition will be identified in the RFP.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- The period of time that "lower overall long-term cost" must be maintained will be five years from the effective date of the sale/lease for all currently provided services, with the exception of the Capitol Complex telephone system, which is not part of this RFP.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- "Lower overall long-term cost" will be defined in the RFP as 1% or lower than the current product cost as identified in the price list stated in the RFP.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- "Lower overall long-term cost" must also include the annualized maintenance cost as incurred by the State of Iowa through Infrastructure Appropriations averaged over the last three-year period less the amount of dollars used for the one-time expense of upgrading the Capitol Complex telephone system.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- The ICN has current service standards agreed to with both government and non-government users of the network. The buyer / lessee must continue to meet the same level of response and service restoration timeframes stated in these agreements.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- The management of the Capitol Complex Phone system and all connected devices will remain within the administrative function of the State of Iowa.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- The buyer / lessee will receive all new and existing operational revenue generated by users from the effective date of sale/lease.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- The buyer / lessee may turn off service due to nonpayment.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- For the purposes of RFP documentation all information will be listed with an "effective as of" date as close as is practical to RFP release.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- The RFP process will be run in parallel to the normal course of business at the ICN. No changes to current day-to-day business or future business planning will occur as a function of the ongoing RFP for sale or lease of the network.
  Offeror must affirmatively confirm understanding and agreement with this Objective.

- The ICN is currently engaged in the support of the FCC RHCPP and is directly involved in an ARRA project (BTOP). Any buyer / lessee of the ICN must comply with all requirements of these federal programs as stated in the RFP.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- A guaranteed amount of capacity must be maintained for public safety in all cases. Offerors will provide an explanation as to how this will be accomplished.
  Offeror will affirmatively confirm and provide a description of the Offeror's plan to maintain guaranteed amount of bandwidth for public safety purposes.

- If the United States Department of Defense requires that the ICN hub be moved from the Joint Forces Headquarters (JFHQ) facility, the expense of this relocation shall be incurred by the buyer/lessee.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- The ICN currently utilizes and has access to non-tangible assets such as the I3 billing and procurement system of the State of Iowa, Department of Administrative Services. The replication of the functions these systems provide shall be at the buyer/lessee's expense.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- Any buyer/lessee of the ICN must be approved by the National Telecommunications and Information Administration to assume the responsibilities related to the ARRA BTOP grant.
  Offeror must affirmatively confirm and demonstrate compliance with this Requirement.

- The private, secure, and dedicated bandwidth of the ICN must remain in order for the network to provide primary and backup connectivity for the Statewide Interoperability as needed and determined by the Board.
  Offeror will affirmatively confirm and provide a description of the Offeror's plan to provide primary and backup connectivity for the Statewide Interoperability.

Definitions, assumptions and objectives associated with sale of the ICN:

- Sale of the network will be the transfer of ownership of all physical assets listed in the RFP.
  1. Fiber strand
  2. Switches, optics and electronics
  3. Other assets as stipulated in RFP

  Offeror must affirmatively confirm understanding and agreement with this Objective.

- Sale of the network will include the transfer of liability of all contracts related to the delivery of Offeror provided connections listed in the RFP (unless contracts stipulate they cannot be transferred).
  1. Maintenance contract with Windstream (or current network operator)
  2. Carrier circuit monthly billing
  3. Fiber IRU's
  4. Maintenance contracts of equipment
  5. Prepaid user circuits
  6. Local telephone company providers' part 3 circuits
  7. Other liabilities as stipulated in RFP

  Offeror must affirmatively confirm understanding and agreement with this Objective.

- The buyer will incur all operational expenses related to new (added) network components and maintenance from the date of sale closure forward.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- All Offerors responding to the RFP must be prepared to reach acceptable terms for collocation, power, secure space, etc. with all collocation space owners currently housing ICN equipment, circuits or fiber (only some of which may be State agencies). ICN assumes that if acceptable collocation terms cannot be reached with existing collocation space owners alternate space (and subsequent related costs associated with moving into new space) shall be at the buyer's expense.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- The buyer must demonstrate the ability to secure adequate collocation agreements in such a manner as to provide seamless delivery of existing services prior to closing.
  Offeror will affirmatively confirm and provide a description of the Offeror's plan to secure collocation agreements.

- In the event of a sale, ICN services will no longer be restricted to authorized users as defined under Iowa Code chapter 8D, and implemented pursuant to 751 IAC 7.1. Following a sale, the ICN would become an open network.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- A buyer of the ICN must have and maintain common carrier status as defined by the Telecommunications Act of 1996 and be qualified to provide services through E-Rate funding under the Universal Service Fund.
  Offeror must affirmatively confirm and demonstrate compliance with this Requirement.

- The ICN, as a State of Iowa agency, pays no property or income tax as a part of the operation of the network. The buyer of the network would pay both property and income taxes as defined in municipal, county, state, or federal code. A lessee would not be responsible for property taxes as the State of Iowa would maintain ownership. The lessee would, however, be responsible for all appropriate income taxes from revenues earned.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

Definitions, assumptions and objectives associated with lease of the ICN:

- Lease of the network will be defined as the rental of all physical assets listed in the RFP. The State of Iowa will remain the owner of those physical assets. Under a lease, the State of Iowa will remain responsible for all contracts and expenses related to carrier circuits, fiber IRUs and network maintenance. The state will continue to incur all costs related to any contracts currently in place including all costs, related to collocation and Rights of Way (ROW) expense.
  Offeror must affirmatively confirm understanding and agreement with this Objective.

- The initial term of a lease will be five years from contract closure with two five year renewals at the option of the State.
  Offeror must affirmatively confirm understanding and agreement with this Objective.

- A CPI adjustment will be applied annually to all operational expenses related to underlying costs being maintained by the State of Iowa.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- Lessee must provide written notice 12 months in advance of intention to renew or not renew lease renewal option.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- A lease of the network assets will require the State of Iowa to maintain some of the personnel functions currently being performed by the ICN during the lease period. These costs would be reflected in the calculation of the lease payment by the lessor.
- *Offeror must affirmatively confirm understanding and agreement with this Requirement.*

- The lessee will receive a Service Level Agreement (SLA) that clearly indicates which network functions will be maintained on an ongoing basis by the State of Iowa.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

- In the event the ICN is leased, current law requires that ICN services will remain restricted to authorized users as defined under Iowa Code chapter 8D, and implemented pursuant to 751 IAC 7.1.
  Offeror must affirmatively confirm understanding and agreement with this Requirement.

SECTION V

Sale Transaction Terms, Conditions and Mandatory Requirements

The sale of the ICN will be implemented through a transfer of the assets and business of the ICN to a private entity with the vision, resources and expertise to make the necessary financial and operating commitment to maintain and operate and expand the ICN to the benefit of the people of Iowa. A successful Offeror must demonstrate (a) a proven track record of financial success, (b) substantial financial resources, and (c) technical and business expertise and experience needed to maintain and operate the ICN. Multiple entities may associate, collaborate, partner or form a joint venture to submit an offer.

A. Form of Transaction

The transaction will be structured as follows:

1. **Payment.** The successful Offeror will acquire the assets and business of the ICN for a specified price consisting of cash and assumption of substantially all of the ICN's liabilities and obligations (as described herein).

2. **Assets.** The successful Offeror will acquire clear title to all of the assets of the ICN (except land and other Real Property) pursuant to an Asset Purchase Agreement (and ancillary agreements referenced therein), which will be prepared and executed following an accepted offer.

3. **Contract Rights and Obligations (including debt).** Pursuant to an Assignment and Assumption Agreement, the successful Offeror will: (a) succeed to the ICN's contractual rights and liabilities (including all accounts payable and, accounts receivable and prospective responsibilities relating to ongoing employment of ICN employees who are employed by the Offeror); and (b) assume any other debts of ICN outstanding at the time of closing or provide sufficient cash at closing in excess of the Minimum Cash Consideration to satisfy such debt.

4. **Approval Process**. Upon completion of negotiation of necessary privatization transaction documents, the ICN and the successful Offeror shall execute all necessary agreements, at which time such agreements shall be binding, subject to ITTC Approval, the approval of the governor of Iowa, Iowa General Assembly approval, other applicable regulatory approvals and satisfaction of customary closing conditions.

B. Payment Terms

1. **Offer Requirements.** Financial offers must include the following elements of the Purchase Price: (a) Cash Consideration; plus (b) Assumption of ICN liabilities, or

sufficient additional cash of equal value to such liabilities. Other financial benefits an Offeror might choose to offer will be considered.

2. **Up-Front Payment.** The successful Offeror will be required to make an up-front payment or deposit in an amount equal to ten percent of the cash consideration within five business days of execution of the Asset Purchase Agreement. The up-front payment or deposit (and accrued interest thereon) may be in the form of cash or letter of credit and shall be put in escrow and held by an independent escrow agent. If the up-front payment or deposit is in the form of a letter of credit then the financial institution issuing the letter of credit must be a bank, depository institution or trust which is insured by the Federal Deposit Insurance Corporation, whose long term unsecured debt obligations of which are rated at least 'A' by a nationally recognized bond rating firm, and is acceptable to the State of Iowa.

3. **Purchase Price.** Upon closing, the Up-Front Payment, together with all interest accrued thereon, shall be credited against the cash purchase price. At least 50% of the cash consideration (including the Up-Front Payment) must be paid and all of the ICN's liabilities must be assumed at closing. Any unpaid balance of the cash consideration must be secured by providing the government of Iowa a promissory note and a security interest in the ICN assets and must be paid in full within 120 days of the closing. Interest on the unpaid balance shall accrue at the Prime Rate as published in the Wall Street Journal (see http://www.bankrate.com/rates/interest-rates/wall-street-prime-rate.aspx) on the date of the closing, plus one percent (1%).

4. **Newly-formed / Subsidiary Entities.** A newly formed entity or other subsidiary or affiliate entity may be used to acquire the assets of ICN provided that if such entity does not have sufficient resources itself to meet the Mandatory Requirements set forth below then the parent(s) and/or affiliate(s) of such entity who have sufficient experience and/or resources to meet these requirements ("Responsible Parent/Affiliate") must, to the satisfaction of the ICN, demonstrate the adequacy of such experience and/or resources and guarantee the performance and/or obligations of such newly formed entity or subsidiary.

C. Mandatory Requirements

1. **Rate Stabilization**. The General Assembly of the State of Iowa has mandated that the terms of the sale of the ICN require any buyer to allow existing authorized users of the network to continue to receive services at lower overall long-term cost when compared to the anticipated operation and maintenance costs if state ownership and control were to continue. "Lower overall long-term cost" is defined as at least one percent (1%) lower than the current product cost as identified in the price list stated in Appendix F. Authorized Users includes all entities falling under the current statutory definition irrespective of whether or not those authorized users are current active customers of the ICN. The term of this requirement will be five years from the date of closing.

The successful Offeror must define and commit to a plan to mitigate upward pressure on rates and to offer rates lower than currently exist for a period of five years.

The successful Offeror will be subject to oversight by a state government assigned authority regarding terms of conformance with post-closing requirements of the privatization agreements relating to rate stabilization; the successful Offeror must submit to the oversight authority and file an annual audited report on such conformance for each of first five years following closing. Oversight provisions are pending and subject to legislative approval as part of the sale or lease approval legislation.

2. **Service Standards.** The successful Offeror will define, agree to and demonstrate the viability of a plan to offer services levels at or above service standards as defined in Appendix G.

   The buyer will be subject to oversight by a state government assigned authority regarding terms of conformance with post-closing requirements of the privatization agreements relating to service standards and commit to the submission to the oversight authority of an annual audited report on such conformance for at least the first five years following closing.

3. **Future Viability.** Offerors must demonstrate, individually or as an affiliated group (a) a proven track record of financial success over the past years, and (b) substantial gross annual sales and net assets so as to establish that the Offeror has the necessary resources and experience to support the long term management of the ICN (historic annual revenues which exceed ICN's annual revenues over the past five years and net assets of at least $100 million are preferred minimums).

4. **Common Carrier Status**. Offerors must demonstrate they are licensed by the FCC as a common carrier in good standing, as defined by the Telecommunications Act of 1996 and be qualified to provide services through E-Rate funding under the Universal Service Fund.

SECTION VI

Lease Transaction Terms, Conditions and Mandatory Requirements

The lease of the ICN will be for all physical assets and lines of business listed in this RFP. During the term of the lease, the State of Iowa will remain the owner of listed physical assets. The State of Iowa will remain responsible for all contracts and expenses related to carrier circuits, fiber IRUs and network maintenance. The state will continue to incur all costs related to existing contracts including all costs, related to collocation and rights of way (ROW) expense.

A. Form of Transaction

The transaction will be structured as follows:

1. **Payment.** The successful Offeror will acquire the right to lease the assets and business of the ICN for a specified price consisting of monthly payments to the State of Iowa.

2. **Term.** The initial term of a lease will be five years from closing with two five year renewals at the option of the State. The State will provide written notice 12 months in advance of its intention to exercise its renewal option.

3. **Contract Rights and Obligations.** A lease of the network assets will require the State of Iowa to maintain some of the personnel functions currently being performed by the ICN during the lease period. These costs would be reflected in the calculation of the lease payment deemed acceptable by the State of Iowa. The lessee will receive a Service Level Agreement (SLA) from the State clearly identifying the network functions to be maintained by the State. Lessee may not assign the lease or grant any concession or license for use of the ICN network to any third party.

4. **Restrictions.** Services must remain restricted to authorized users as defined under Iowa Code chapter 8D, and implemented pursuant to 751 IAC 7.1.

5. **Approval Process**. Upon completion of negotiation of necessary lease transaction documents, the ICN and the successful Offeror shall execute all necessary agreements, at which time such agreements shall be binding, subject to ITTC Approval, the approval of the governor of Iowa, Iowa General Assembly approval, other applicable regulatory approvals and satisfaction of customary closing conditions.

B. Payment Terms

1. **Purchase Price.** Lease payments will be made monthly to the State of Iowa in an amount defined in an Asset Lease Agreement. Other financial benefits an Offeror may choose to offer will be considered.

2. **Up-Front Payment.** The successful Offeror will be required to make an up-front payment or deposit in an amount equal to three months of lease payments within five business days of execution of the Asset Lease Agreement. The up-front payment or deposit (and accrued interest thereon) may be in the form of cash or letter of credit and shall be put in escrow and held by an independent escrow agent. If the up-front payment or deposit is in the form of a letter of credit then the financial institution issuing the letter of credit must be a bank, depository institution or trust which is insured by the Federal Deposit Insurance Corporation and whose long term unsecured debt obligations of which are rated at least 'A' by a nationally recognized bond rating firm and is acceptable to the State of Iowa.

3. **Newly-formed / Subsidiary Entities.** A newly formed entity or other subsidiary or affiliate entity may be used to lease the assets of ICN provided that if such entity does not have sufficient resources itself to meet the Mandatory Requirements set forth below then the parent(s) and/or affiliate(s) of such entity who have sufficient experience and/or resources to meet these requirements ("Responsible Parent/Affiliate") must, to the satisfaction of the ICN, demonstrate the adequacy of such experience and/or resources and guarantee the performance and/or obligations of such newly formed entity or subsidiary.

C. Mandatory Requirements

1. **Rate Stabilization.** The General Assembly of the State of Iowa has mandated that the terms of the lease of the ICN require that any lessee to allow existing authorized users of the network to continue to receive services at lower overall long-term cost when compared to the anticipated operation and maintenance costs if state control were to continue. "Lower overall long-term cost" is defined as at least one percent (1%) lower than the current product cost as identified in the price list stated in Appendix F. Authorized Users include all entities falling under the current statutory definition irrespective of whether or not those authorized users are current active customers of the ICN. The ITTC has determined that the term of this requirement will be five years from the date of closing.

   The successful Offeror must define and commit to a plan to mitigate upward pressure on rates and to offer rates lower than currently exist for a period of five years.

   The lessee will be subject to oversight by a state government assigned authority regarding terms of conformance with post-closing requirements of the asset lease agreements relating to rate stabilization; the lessee must submit to the oversight authority and file an annual audited report on such conformance for each of the first five years following closing.

2. **Service Standards.** The successful Offeror will define, agree to and demonstrate the viability of a plan to offer services levels at or above service standards as defined in Appendix G.

   The lessee will be subject to oversight by a state government assigned authority regarding terms of conformance with post-closing requirements of the privatization agreements relating to service standards and commit to the submission to the oversight authority of an annual audited report on such conformance for at least the first five (5) years following the first initiation of a lease agreement.

3. **Future Viability.** Offerors must demonstrate, individually or as an affiliated group (a) a proven track record of financial success over the past five years, and (b) substantial gross annual sales and net assets so as to establish that the Offeror has the necessary resources and experience to support the management of the ICN (historic annual revenues which exceed ICN's annual revenues over the past five years and net assets of at least $100 million are preferred minimums).

4. **Common Carrier Status**. Lessees must demonstrate they are licensed by the FCC as a common carrier in good standing, as defined by the Telecommunications Act of 1996 and be qualified to provide services through E-Rate funding under the Universal Service Fund.

5. **Restriction to Authorized Users.** Current law requires that ICN services will remain restricted to authorized users as defined under Iowa Code chapter 8D, and implemented pursuant to 751 IAC 7.1.

SECTION VII

Proposal Requirements

Proposals submitted for the acquisition of all or substantially all of the assets and business of the ICN and assumption of substantially all of the liabilities and obligations of the ICN shall be prepared in accordance with the terms of this Section and as required by the preceding Sections. A conference room at the headquarters of the ICN at the Grimes Office Building will be made available for the use of qualified Offerors during due diligence visits. Visits should be scheduled at least a week in advance.

OFFERS TO ACQUIRE LESS THAN ALL OR SUBSTANTIALLY ALL OF THE ASSETS AND BUSINESS OF THE ICN, OR WHICH DO NOT PROVIDE FOR ASSUMPTION OF SUBSTANTIALLY ALL OF ICN LIABILITIES, OR SUFFICIENT CASH CONSIDERATION IN EXCESS OF THE MINIMUM CASH CONSIDERATION TO SATISFY SUCH LIABILITIES, WILL BE REJECTED SUMMARILY WITHOUT FURTHER EVALUATION.

Proposals must contain the information described below to be considered and evaluated. Each Offeror must demonstrate, through information contained in its proposal, that it meets or exceeds the requirements of this RFP and, if successful, will achieve the objectives of the State of Iowa for the sale or lease of the ICN.

A. Offeror Qualifications

1. **Disclosure Statement and Waiver.** Each Offeror, and in the case of a joint venture (whether or not in corporate form), each venture partner (or member or shareholder, as applicable), any Responsible Parent/Affiliate and, if the Offeror is an entity whose securities are not traded on a recognized national market in the U.S., or comparable market exchange outside of the U.S., any person or entity owning any percentage of the outstanding beneficial interests and/or voting securities in such Offeror, shall complete and submit a Disclosure Statement and Waiver form appearing at Appendix H. These Disclosure Statements will, upon submission, be subject to disclosure as public information and must be updated as of the closing date of the sale or lease transaction. Also, it is each Offeror's responsibility to provided sufficient information in the Disclosure Statement so that upon the sale of the ICN can comply with any disclosure obligations under the USA Patriot Act or other applicable federal and state disclosure and anti-money laundering laws.

2. **Registrations and Reporting Requirements.** Each Offeror must obtain, prior to submission of its offer, required Federal Employer Identification Numbers (FEIN) and an Iowa Business Tax Registration as provided by the Iowa Department of Revenue.

3. **Other Corporate Information.** Proposals should include detailed information describing the Offeror (or each member of a joint offer). This information should include, at a minimum:

   a) recent (last three years) audited financial statements;

   b) a description of the sources and extent of credit resources to be used to support the offer and operation of the ICN business;

   c) a description of the Offeror's business, with particular emphasis on business activity and technical qualifications, experience and resources relevant to maintaining, operating and expanding a telecommunications business in Iowa;

   d) a description of the Offeror's employee relations record over the past five years;

   e) a description of the Offeror's qualifications with respect to FCC-granted licenses under the Communications Act of 1934, as amended, addressing at a minimum direct and indirect foreign ownership including ownership by foreign governments (Non-US entities may submit evidence of current U.S. common carrier authorizations as prima facie evidence of eligibility). Offeror should indicate if they believe an FCC waiver will be required for transfer of license and any potential CFIUS concerns; and

   f) any other information about the Offeror that the Offeror would like the ICN to consider, including the corporate structure and ownership of Offeror.

THE ICN RESERVES THE RIGHT TO CONDUCT REASONABLE DUE DILIGENCE ON EACH OFFEROR INCLUDING BUT NOT LIMITED TO DUE DILIGENCE ON EACH OFFEROR'S FINANCIAL AND TECHNICAL RESOURCES, ABILITY TO MEET ALL MANDATORY REQUIREMENTS SET FORTH IN THIS RFP AND ABILITY TO FINANCE ALL PLANS SUBMITTED WITH ITS PROPOSAL. EACH OFFEROR SHALL COOPERATE FULLY WITH THE ICN IN THIS DUE DILIGENCE PROCESS AND ALL REASONABLE INFORMATION REQUESTS RELATED THERETO OR BE SUBJECT TO DISQUALIFICATION.

B. Financial Proposal

The Offeror's financial proposal should include, at a minimum:

1. a specification of the Purchase Price as required under Section V.B.1. Any offer that does not include assumption of all such debt and liability must include an offer of a cash amount which at least equals or exceeds the Minimum Cash Consideration by the value of the debt and/or liabilities not assumed. The Purchase Price must also include an amount of cash paid at closing equal to or greater than at least fifty percent (50%) of the Minimum Cash Consideration.

2. a description of the Offeror's plan to develop the ICN's business and its commitment to the people of Iowa, such as new product lines, business expansion, technological innovation and estimated capital expenditure over a five year period. Offerors should note that an objective of the ICN privatization is to not only to maintain ICN's business, but that such business be expanded in terms of range of technologies and services offered, employment opportunities created and geographic scope of markets served.

3. a description of the Offerors plan to comply with the listed statements contained in Section IV.A entitled "Definitions, Assumptions and Objectives." Each Offeror must submit a compliance statement and description of the Offeror's plans for meeting the requirements of the RFP.

4. All proposals must remain valid and in effect for a period of twelve (12) months from submission date.

C. Rate and Service Plans

Each proposal should contain a description of how the Offeror plans, for the first five years after privatization, to: (a) contain or mitigate upward pressure on rates; (b) improve service performance levels and conform to the minimum objective service standards as set forth in Appendix G ; and (c) otherwise comply with the requirements of this RFP.

Offeror should describe any plans for enterprise improvement including infrastructure enhancements and new product offerings.

Each Offeror should provide its plans and commitments to implement expansion of the current ICN in the areas addressed by this RFP. These plans should be of sufficient detail to provide a clear understanding of the result and the Offeror's commitment to the project.

D. Confidentiality

The ITTC has recognized the need to maintain the confidentiality of certain information exchanged in connection with the receipt and evaluation of proposals and the negotiation of contracts implementing the sale or lease. Accordingly, the privatization process is governed by special confidentially and disclosure rules. The Offeror Disclosure Statements submitted in accordance with Section VII.A of this RFP will be public information upon submission.

The Offeror's proposal should include two executed original copies of the Confidentiality Agreement included in Appendix I. For joint proposals, both the offering entity and each affiliate (owner) should submit two executed original copies of the Confidentiality Agreement.

The release of information by ICN to the public is subject to Iowa Code Chapter 22 and other applicable provisions of law relating to the release of records in the possession of a state

agency. Offerors are encouraged to familiarize themselves with these provisions prior to submitting a bid proposal. All information submitted by a Offeror may be treated as public information by ICN unless the Offeror properly requests that information be treated as confidential at the time of submitting the bid proposal.

Any requests for confidential treatment of information must be included in a cover letter with the Offeror's bid proposal and must enumerate the specific grounds in Iowa Code Chapter 22 or other legal reasons which support treatment of the material as confidential and must indicate why disclosure is not in the best interests of the public. The request must also include the name, address and telephone number of the person authorized by the Offeror to respond to any inquiries by ICN concerning the confidential status of the materials.

Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the bid proposal submitted, as well as the original bid proposal, must be marked in this manner. Failure to properly mark information as confidential shall relieve the ICN from any responsibility if the information is viewed by the public, a competitor, or is in any way accidentally released.

In addition to marking the material as confidential material where it appears, the Offeror must submit one hard (printed) copy of the bid proposal from which the confidential information has been excised. This hard copy of the proposal MUST be clearly marked as "Excluding Confidential Materials". In addition to a hard copy, the Offeror may also include an electronic copy of the non-confidential portions of the bid proposal on CD-ROM using Microsoft Word. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. The excised version must be submitted with the cover letter and will be made available for public inspection. This submittal is a mandatory requirement and is not subject to waiver. Failure to mark the confidential items and to provide the required one copy with confidential information excised shall be defined as allowance for the entire bid proposal to be treated as a public record.

The Offeror's failure to request in the bid proposal confidential treatment of material pursuant to this Section and the relevant laws and administrative rules will be deemed by ICN as a waiver of any right to confidentiality which the Offeror may have had.

SECTION VIII

Proposal Evaluation

An evaluation committee assigned by personnel within the ICN will review the Offeror proposals. The evaluation committee will consider all information provided when making its recommendation and may consider relevant information from other sources. A bid proposal will not be evaluated if all of the Mandatory Requirements are not met and/or fulfilled.

The ICN may, after review of initial proposals, undertake discussions with each Offeror whose offer, after initial review, meets the Mandatory Requirements for each evaluation category. As part of these discussions, Offerors will be expected, upon the ICN's request, to meet with the ICN and provide presentations as to specific elements of their proposals or their ability to carry out the plans presented therein. The ICN also reserves the right, at any stage in the privatization process before execution of definitive agreements, to request additional information or the submission of revised proposals from any Offeror or all Offerors who have initially met the Mandatory Requirements.

The evaluation committee will make recommendations to the Executive Director of the ICN indicating the committee's choice. The Executive Director, under the guidance of the Governor's Office, may select a limited number of Offerors or a single Offeror with which to undertake final negotiations. The Executive Director is not bound by the committee's recommendations.

At the conclusion of preliminary negotiations, the ICN and the successful Offeror shall enter into definitive lease or asset purchase agreements. Upon execution, these agreements shall be binding, subject to ITTC approval and Iowa General Assembly approval (which may be withheld for any reason), regulatory approvals and satisfaction of closing conditions.

The ICN shall not, necessarily award the Sale or Lease to the Offeror offering the highest bid to the ICN. The ICN may award a Contract to the most responsible Offeror meeting the requirements of this RFP and which, in the sole discretion of the ICN, provides the best value to the State after considering price, compliance with the provisions of this RFP and other relevant factors.

Task Mode	Task Name	Duration	Start	Finish
	RFP Release	0 days	Wed 2/6/13	Wed 2/6/13
	RFP Response Period	60 days	Wed 2/6/13	Tue 4/30/13
	RFP Due	0 days	Tue 4/30/13	Tue 4/30/13
	RFP Analysis	30 days	Wed 5/1/13	Tue 6/11/13
	Guidance from Igov	45 days	Wed 6/12/13	Tue 8/13/13

APPENDIX A: Authorized Users of the ICN are defined in Iowa Administrative Code - 8/22/2012, Telecommunications and Technology Commission, Iowa

8D.9 CERTIFICATION OF USE -- NETWORK USE BY CERTAIN AUTHORIZED USERS.

1. A private or public agency, other than a state agency, local school district or nonpublic school, city library, library service area, county library, judicial branch, judicial district department of correctional services, agency of the federal government, a hospital or physician clinic, or a post office authorized to be offered access pursuant to this chapter as of May 18, 1994, shall certify to the commission no later than July 1, 1994, that the agency is a part of or intends to become a part of the network. Upon receiving such certification from an agency not a part of the network on May 18, 1994, the commission shall provide for the connection of such agency as soon as practical. An agency which does not certify to the commission that the agency is a part of or intends to become a part of the network as required by this subsection shall be prohibited from using the network.

2. *a.* A private or public agency which certifies to the commission pursuant to subsection 1 that the agency is a part of or intends to become a part of the network shall use the network for all video, data, and voice requirements of the agency unless the private or public agency petitions the commission for a waiver and one of the following applies:

(1) The costs to the authorized user for services provided on the network are not competitive with the same services provided by another provider.

(2) The authorized user is under contract with another provider for such services, provided the contract was entered into prior to April 1, 1994. The agency shall use the network for video, data, and voice requirements which are not provided pursuant to such contract.

(3) The authorized user has entered into an agreement with the commission to become part of the network prior to June 1, 1994, which does not provide for use of the network for all video, data, and voice requirements of the agency. The commission may enter into an agreement described in this subparagraph upon a determination that the use of the network for all video, data, and voice requirements of the agency would not be in the best interests of the agency.

b. A private or public agency shall petition the commission for a waiver of the requirement to use the network as provided in paragraph *"a"*, if the agency determines that paragraph *"a"*, subparagraph (1) or (2) applies. The commission shall establish by rule a review process for determining, upon application of an authorized user, whether paragraph *"a"*, subparagraph (1) or (2) applies. An authorized user found by the commission to be under contract for such services as provided in paragraph *"a"*, subparagraph (2), shall not enter into another contract upon the expiration of such contract, but shall utilize the network for such services as provided in this section unless paragraph *"a"*, subparagraph (1), applies.

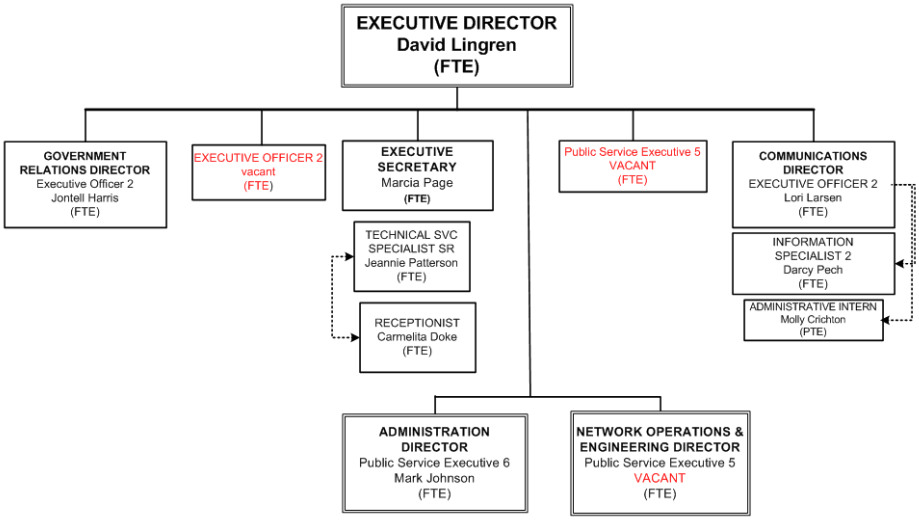
3. A facility that is considered a public agency pursuant to section 8D.2, subsection 5, paragraph *"b"*, shall be authorized to access the ICN strictly for homeland security communication purposes and disaster communication purposes. Any utilization of the network that is not related to communications concerning homeland security or a disaster, as defined in section 29C.2, is expressly prohibited. Access under this subsection shall be available only if a state of disaster emergency is proclaimed by the governor pursuant to section 29C.6 or a homeland security or disaster event occurs requiring connection of disparate communications systems between public agencies to provide for a multiagency or multijurisdictional response. Access shall continue only for the period of time the homeland security or disaster event exists. For purposes of this subsection, disaster communication purposes includes training and exercising for a disaster if public notice of the training and exercising session is posted on the website of the homeland security and emergency management division of the department of public defense. A scheduled and noticed training and exercising session shall not exceed five days. Interpretation and application of the provisions of this subsection shall be strictly construed.

4. A community college receiving federal funding to conduct first responder training and testing regarding homeland security first responder communication and technology-related research and development projects shall be authorized to utilize the network for testing purposes.

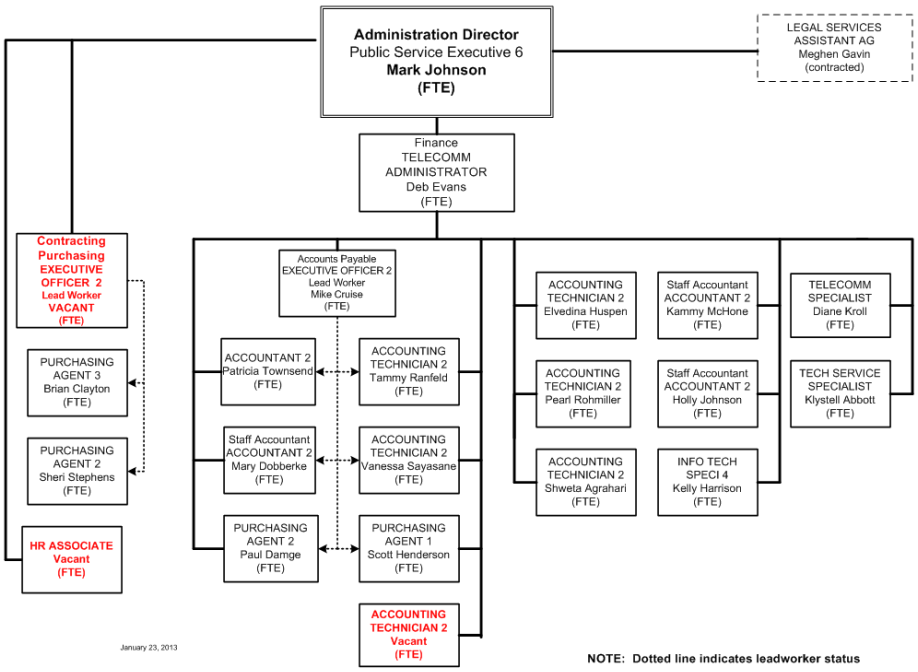
APPENDIX B: Reserved

APPENDIX C: Organizational Charts

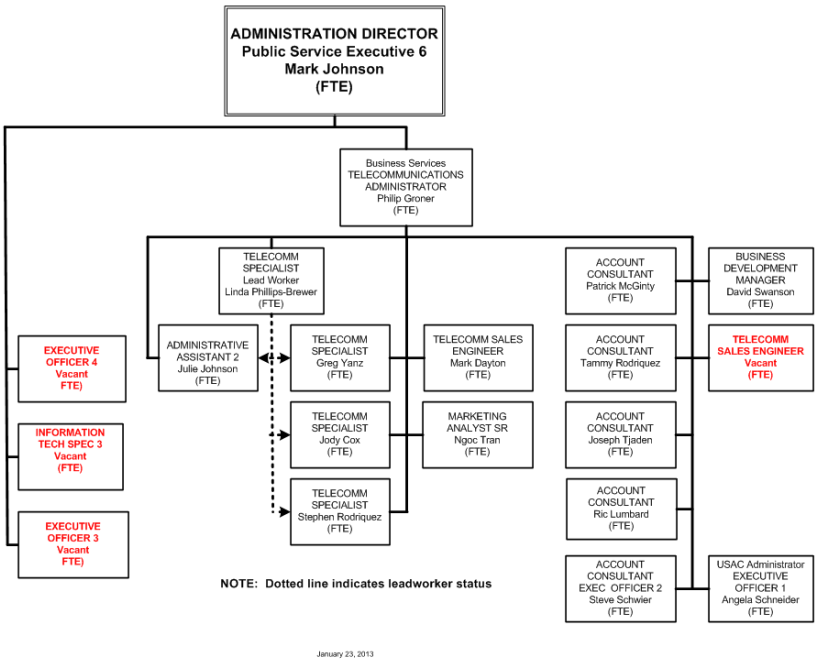
Executive Director Staff



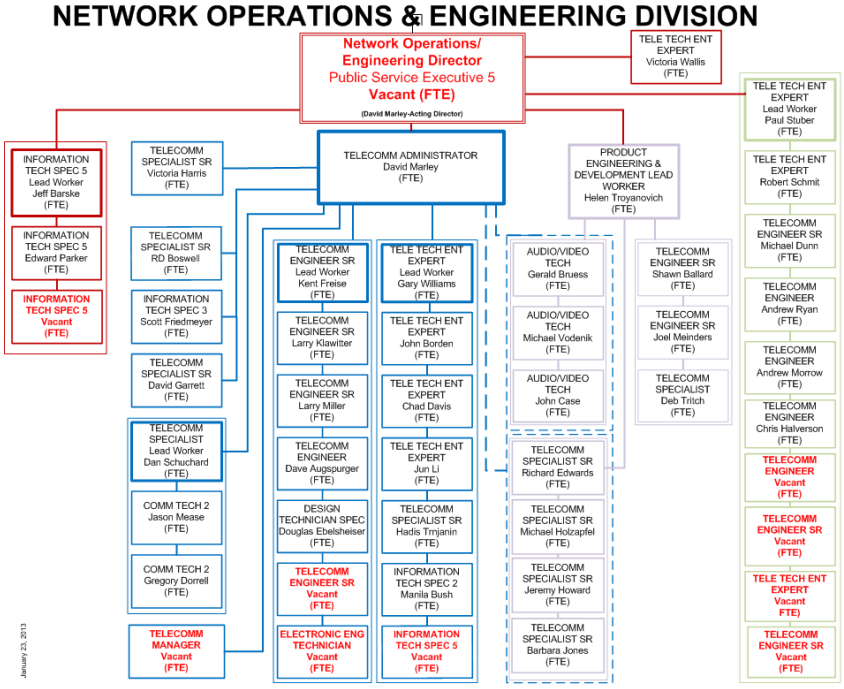
Administration Division - Finance



ADMINISTRATION – BUSINESS SERVICES



NETWORK OPERATIONS & ENGINEERING DIVISION



APPENDIX D: Summaries of the ICN's 2007 through 2011 Financial Statements

Statement of Net Assets	June 30, 2011 (Unaudited)	June 30, 2010 (Unaudited)	June 30, 2009 (Audited)	June 30, 2008 (Audited)	June 30, 2007 (Audited)
Assets					
Current assets:					
Cash and Cash Equivalents	$8,483,251	$14,232,167	$13,066,000	$10,306,467	$10,994,993
Accounts Receivable, Net	$4,987,129	$4,992,581	$7,181,000	$4,976,703	$371,142
Interest Receivable	$5,425	$32,621	$40,000	$98,122	$138,099
Due from other State Agencies	-	-	-	-	$3,583,548
Inventory	$1,659,875	$2,056,357	$1,216,000	$1,080,900	$1,113,132
Prepaid Expense	-	-	$376,000	$193,714	$309,021
Total Current Assets	$15,135,680	$21,313,726	$21,879,000	$16,655,906	$16,509,935
Unexpended appropriation	$8,216,227	$7,061,430	-	-	-
Unexpended BTOP Match	$6,885,065	-	-	-	-
Noncurrent assets:					
Capital Assets, Net	$16,714,927	$19,441,504	$23,715,000	$28,631,705	$34,239,944
Prepaid Expenses	$400,455	$352,390	-	$305,356	$406,623
Total Noncurrent Assets	$17,115,382	$19,793,894	$23,715,000	$28,937,061	$34,646,567
Total Assets	$47,352,357	$48,169,050	$45,594,000	$45,592,967	$51,156,502
Liabilities					
Current liabilities:					
Accounts Payable	$5,450,423	$5,024,353	$4,782,000	$2,281,940	$3,915,076
Due to the Treasurer of the State	-	-	-	$250,000	$106,003
Deferred Revenue	$240,095	$163,481	$96,000	$38,185	$62,375
Compensated Absences	$816,500	$786,043	$635,000	$621,907	$506,873
Total Current Liabilities	$6,507,018	$5,973,877	$5,513,000	$3,192,032	$4,590,327
Noncurrent Liabilities					
Long Term Payables	-	-	$111,000	-	-
Due to the Treasurer of the State	-	-	-	$500,000	-
Deferred Revenue	$2,620,651	-	-	-	-
Compensated Absences	$786,408	$794,394	-	$469,399	$77,505
Other Post-Employment Benefits	$251,822	$154,366	$590,000		
Total Noncurrent Liabilities	$3,661,881	$948,760	$701,000	$969,399	$77,505

Total Liabilities	$10,168,899	$6,922,637	$6,214,000	$4,161,431	$4,667,832
Net Assets					
Invested in Capital Assets	$16,714,927	$19,441,504	$23,715,000	$28,631,705	$34,239,944
Unrestricted	$20,468,528	$21,804,909	$15,665,000	$12,799,831	$12,248,726
Total Net Assets	$37,183,455	$41,246,413	$39,380,000	$41,431,536	$46,488,670
Total Liabilities and Net Assets	$47,352,354	$48,169,050	$45,594,000	$45,592,967	$51,156,502

Statement of Revenues, Expenses, and Changes in Equity	**June 30, 2011 (Unaudited)**	**June 30, 2010 (Unaudited)**	**June 30, 2009(Audited)**	**June 30, 2008(Audited)**	**June 30, 2007 (Audited)**
Operating Revenues:					
Sales, Rents and Services:					
Voice Services	$8,127,488	$8,645,355			
Data Services	$19,329,760	$18,430,908			
Video Services	$3,024,992	$3,524,682			
Installation Services	$710,885	$1,010,855			
Equipment Sales	$595	$791			
Other Revenues	$370,786	$228,442			
Total Operating Revenues, Gross	$31,564,506	$31,841,033	$32,406,000	$32,437,651	$32,791,131
Bad Debt Expense	$(147,923)	$(230,975)	-	-	-
Total Operating Revenues, Net	$31,416,583	$31,610,058	$32,406,000	$32,437,651	$32,791,131
Operating Expenses:					
Direct Expenses:					
Voice Costs	$3,086,678	$3,302,484			
Data Costs	$6,862,076	$7,026,458			
Video Costs	$341,600	$440,197			
Installation Costs	$728,557	$336,173			
Total Direct Expenses	$11,008,911	$11,105,312	$11,555,000	$11,756,699	$12,388,720
Depreciation Expense	$5,528,906	$6,175,889	$7,636,000	$7,796,759	$8,265,390
Other Operating Expenses:					
Network Equipment	$1,996,896	$948,540			
System Maintenance	$6,805,790	$7,371,601			
System Utilities Costs	$74,427	$76,476			
Outside Plant Costs	$1,468,959	$1,130,016			

System Repair Maintenance	$233,416	$243,492			
Other System Costs	$54,330	$54,330			
Network Installation Costs	$712,413	$607,625			
Loss on Disposal of Capital Assets and Inventory	$22,509	$137,395			
Total other Operating Expenses	$11,368,740	$10,569,475	$10,049,000	$9,768,730	$11,017,844
General and Administrative Expenses:					
Personnel	$8,492,831	$8,480,855			
Travel	$87,723	$107,935			
Administrative Services	$336,568	$147,473			
Rent	$111,729	$105,222			
Professional Fees	$1,082,782	$372,613			
Other General and Administrative Expenses	$102,129	$80,018			
Total General and Administrative Expenses	$10,213,762	$9,294,116	$9,478,000	$9,583,989	$8,522,741
Total Operating Expenses	$38,120,319	$37,144,792	$38,718,000	$38,906,177	$40,194,695
Operating Loss	$(6,703,736)	$(5,534,734)	$(6,312,000)	$(6,468,526)	$(7,403,564)

Statement of Revenues, Expenses, and Changes in Equity	**June 30, 2011 (Unaudited)**	**June 30, 2010 (Unaudited)**	**June 30, 2009(Audited)**	**June 30, 2008(Audited)**	**June 30, 2007 (Audited)**
Operating Revenues					
Sales, Rents and Services	$31,416,583	$31,610,058	$32,406,000	$32,437,651	$32,791,131
Operating Expenses					
Direct Expenses	$11,008,911	$11,105,312	$11,555,000	$11,756,699	$12,388,720
Depreciation Expense	$5,528,906	$6,175,889	$7,636,000	$7,796,759	$8,265,390
Other Operating Expenses	$11,368,740	$10,569,475	$10,049,000	$9,768,730	$11,017,844
General and Administrative Expenses	$10,213,762	$9,294,116	$9,478,000	$9,583,989	$8,522,741
Total Operating Expenses	$38,120,319	$37,144,792	$38,718,000	$38,906,177	$40,194,695
Operating Loss	$(6,703,736)	$(5,534,734)	$(6,312,000)	$(6,468,526)	$(7,403,564)
Non Operating Revenues					
State Appropriations	$2,244,956	$7,287,109	$399,000	$2,067,000	$1,997,500
Federal Grant	$360,307	-	-	-	-
Investment Income	$35,515	$113,410	$271,000	$344,392	$455,237
Total Non-Operating Revenues	$2,640,778	$7,400,519	$670,000	$2,411,392	$2,452,737

Decrease in Net Assets	$(4,062,958)	$1,865,785	$(2,051,000)	$(4,057,134)	$(4,950,827)
Net Assets Beginning of Year	$41,246,413	$39,380,628	$41,431,000	$45,488,670	$51,439,497
Net Assets End of Year	$37,183,455	$41,246,413	$39,380,000	$41,431,536	$46,488,670

Statement of Cash Flows	**June 30, 2011 (Unaudited)**	**June 30, 2010 (Unaudited)**	**June 30, 2009 (Audited)**	**June 30, 2008 (Audited)**	**June 30, 2007 (Audited)**
Cash flows from operating activities					
Cash received from customers	$34,119,300	$31,205,637	$31,181,000	$31,391,448	$33,192,669
Cash for goods and services	$(23,315,004)	$(22,923,717)	$(20,511,000)	$(23,572,915)	$(23,869,904)
Cash paid for salaries and benefits	(8,369,904	$(8,082,287)	$(8,589,000)	$(8,341,160)	$(7,707,538)
Net cash provided by operating activities	$2,434,392	$199,633	$2,081,000	$(522,627)	$1,615,227
Cash flows from non-capital financing activities					
State appropriations	$2,244,956	$7,287,109	$3,990,000	$2,067,000	$1,997,500
Net cash provided by non-capital financing activities	$2,244,956	$7,287,109	$3,990,000	$2,067,000	$1,997,500
Cash flows from capital and related financing activities					
Acquisition and construction of capital assets	$(2,811,419)	$(2,039,971)	$(2,719,000)	$(2,367,269)	$(2,464,117)
Payment to Treasurer of State	-	-	-	$(250,000)	-
Capital contributions	$360,307	-	-	-	-
Net cash used in capital and related financing activities	$(2,451,112)	$(2,039,971)	$(2,719,000)	$(2,617,269)	$(2,464,117)
Cash flows from investing activities					
Interest received on investments	$62,710	$120,821	$329,000	$384,370	$317,138
Net cash provided by investing activities	$62,710	$120,821	$329,000	$384,370	$317,138
Net increase in cash and cash equivalents	$2,290,946	$5,567,592	$3,681,000	$(688,526)	$1,465,748
Cash and cash equivalents, beginning of year	$21,293,597	$15,726,006	$9,385,000	$10,994,993	$9,529,245

Cash and cash equivalents, end of year	$23,584,544	$21,293,598	$13,066,000	$10,306,467	$10,994,993
Unexpended funds from State of Iowa capital appropriations	$8,216,227	$7,061,430	-	-	-
Unexpended fund for BTOP Match	$6,885,065	-	-	-	-
Current cash and cash equivalents, end of year	$8,483,351	$14,232,168	$13,066,000	$10,306,467	$10,994,993
Reconciliation of operating lost to net cash provided by operating activities:					
Operating income	$(4,458,780)	$1,644,761	$(6,312,000)	$(6,468,526)	$(7,403,564)
Adjustments to reconcile operating to net cash provided by operating activities:					
Depreciation Expense	$5,515,487	$6,175,889	$7,636,000	$7,796,759	$8,265,390
Loss on disposal of capital assets and inventory	$22,509	$137,395	-	$178,748	$129,051
(Increase) decrease in accounts receivable	$1,168,729	$(842,874)	$(1,283,000)	$(4,605,561)	$1,177,254
(Increase) decrease in due from other state agencies	$(802,971)	$478,389	-	$3,583,548	$(649,109)
(Increase) decrease in due from federal agencies	(360,307	-	-	-	-
(Increase) decrease in inventory	$396,482	$(840,015)	$(136,000)	$32,232	$(100,293)
(Increase) decrease in prepaid expense	$(48,065)	$23,511	$123,000	$216,574	$57,256
(Increase) decrease in deferred revenue	$2,697,265	$67,680	$58,000	$(24,190)	$(126,606)
(Increase) decrease in State of Iowa capital appropriation	$(2,244,956)	$(7,287,109)	-	-	-
(Increase) decrease in accounts payable	$676,740	$242,767	$1,813,000	$(1,633,136)	$244,191
(Increase) decrease in due to other state agencies	$(250,670)	$670	-	$(106,003)	$27,317
(Increase) decrease in compensated absences	$122,927	$398,568	$182,000	$506,928	$(5,660)
Total adjustments	$6,893,172	$(1,445,129)	$8,393,000	$5,945,899	$9,018,791
Net cash provided by operating activities	$2,434,392	$199,632	$2,081,000	$(522,627)	$1,615,227

APPENDIX E: Minutes of the RFP Implementation Team (RIT)

1) Sale of the network will be the transfer of ownership of all physical assets listed in the RFP.

I. Fiber strand
II. Switches, optics and electronics
III. Other as stipulated in RFP

Note: Office equipment, current colocation space, Rights of Way (ROW), and state office space DO NOT constitute a transferable asset.

Spies – What would be the status of the operation center at the JFHQ and those particular locations?
Lingren – The RFP could make it incumbent upon whoever would purchase the ICN to work with the Department of Defense (DOD) to determine if they could keep the hub in the JFHQ building.
Spies – Will the collocation agreements be clearly specified as well as the equipment in the JFHQ?
Lingren – All three issues would be of the same status. As a state agency the ICN does not pay for collocation within the schools, ICN only pays $1 a year for ROW expenses. It is unknown if it would be the ITTC's responsibility to discuss the ROW expense with the DOD, but it could be depending on how the RFP is written. The collocation space, the schools, etc, will want to negotiate a collocation space agreement if they can. ROW expenses are standard utility expenses that would have to be paid to the Department of Transportation (DOT) and DOD.
Spies – Will those expenses be itemized in the RFP so that any Offeror can see what additional expenses they may need to pay?
Smith –Assumption 25 will discuss collocations and ROW's in detail.
Nielsen – How big a deal is it if JFHQ can't be used as a Hub?
Lingren – Every fiber in a redundant path ends up in that building and it's the main hub. If the JFHQ facility cannot be used by a purchaser, that very large room full of equipment would have to be moved and relocated somewhere else at the expense of the purchaser. The expense for moving that equipment would depend on how far they'd have to move it from that location.
Nielsen – So that's a hefty cost and might be a deal breaker?
Lunemann – Another assumption will need to be added to the list addressing the cost of moving the hub and who's responsible for that relocation.
Lingren – The cost of moving the hub from JFHQ could be well in the seven digits to do that.

Statement of Preferences:
Andy Nielsen – Agree
Mark Headlee – Agree
Representative John Wittneben – Agree
Sergeant Tom Lampe – Agree
Art Spies – Agree
Representative Walt Rogers – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree

2) Sale of the network will include the transfer of liability of all contracts related to the delivery of Offeror provided connections listed in the RFP (unless contracts stipulate they cannot be transferred).

- **I. Maintenance contract with Paetec (or current network operator)**
- **II. Carrier circuit monthly billing**
- **III. Fiber IRU's**
- **IV. Maintenance contracts of equipment**
- **V. Prepaid user circuits**
- **VI. Local telephone company providers' part 3 circuits**
- **VII. Other as stipulated in RFP**

Lingren – What if the contract is silent and doesn't address whether or not the company providing the service has to continue the agreement should ownership change? Does that mean the contract can or cannot be transferred?
Gavin – Hopefully there are provisions in the contracts that offer transfers. If the contract is silent a new contract and agreement will have to be signed by both the parties.
Spies – The Iowa Rural Health Telecommunications Project (IRHTP) does have an agreement with the ICN that has a transfer clause within it, so would that fall within this particular assumption where it's addressed?
Gavin – The ITTC (ICN) will have to do a contract review of the 400 to 500 contracts the ICN currently has on a case by case basis.
Lingren – Some of the independent telecommunication companies have already made changes in contract negotiations with the ICN to preclude them from having to uphold their lease agreement if the ICN changes ownership.
Smith – For the sale of an asset like the ICN, provisions would usually be included in an index that defines all of the individual contracts and what their status is.
Rogers – I'm assuming a lot of the ICN contracts have different timeframes for renewal?
Gavin – Some of the contracts are for the Indefeasible Right of Uses (IRU's) of fiber and are for 15-20 years.
Lingren – The maintenance contract with Paetec has a fee the ICN pays to them for changes within the network. The cost for just the standard maintenance is approximately a $5 Million a year contract. The circuit billing cost approximately $1 Million a month. Is this assumption strictly addressing the contracts ICN receives from Offerors, such as the Part III and Paetec?
Spies – Does it include the contract ICN has for the IRHTP or Iowa Hospital System (IHS) to include maintenance on their facilities? Is this covered in another assumption?
Smith – No, not in that level of detail.
Spies – If we don't have an assumption we may want to add it as assumption 31.
Lunemann – So assumption 31 would be to identify what those are in the RFP. Another thing to keep in mind regarding contracts is that there may be other entities besides the person you're in a contract with, involved in the responsibility of the contract. For example, IRHTP has requirements from the FCC program that would go along with the ICN contract, which can be a complication.
Spies – Does assumption 29 takes care of all contracts and not just the FCC IRHTP contract?
Lunemann- The discussions generated from assumption 29 should handle how to communicate and identify with contractors as it relates to the construction for grant projects.
Nielsen – Will the asset section of the contracts and the transfer of the contracts be discussed in another assumption?
Lunemann – If there isn't an assumption on that then we'll have to write one.

Statement of Preferences:
Andy Nielsen – Agree
Mark Headlee – Agree
Representative John Wittneben – Agree
Sergeant Tom Lampe – Agree
Art Spies – Agree
Representative Walt Rogers – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree

3) All assets, contracts, colocations, and ROW listed in the RFP will be represented and documented by the ICN *without independent audit.* Buyer / seller verifications and independent audits, as deemed necessary, will occur post offer as a component of contract finalization.

Wittneben – Is the different ROW policies addressing federal highways or in-state, local and county? Can it be assumed that any public ROW would be a transferable asset?
Lingren – As a state entity, on the interstate system for example, the ICN pays $1 per year for ROW expense. ICN doesn't think that they would be transferrable because it would create a situation where other entities would want that same deal. There is a standard rate per mile a private entity would have to pay as a utility cost, which would be much greater than $1. An estimated cost for that is approximately $3 million a year.
Spies – Through the bidding process would the Offeror have information that the ROW will probably cost them $3 million? Would that information be in the RFP so they would know before making their bid, instead of after their bid is accepted? Will there be the option for an audit to be done and will that be included in the RFP?
Lunemann – The current situation does need to be stated, which is that currently the ICN doesn't have a cost in their operational budget for certain kinds of ROW's. Before the RFP is written those costs will have to be determined so that they can be put in there or we can make it the buyer's responsibility to contact the individuals to come up with an estimate of what the costs would be. There are a number of different ways of doing that without the seller pre-negotiating something. The answer to your second question regarding the audit is, it's very normal in large transfers to have things audited so you know that what you're getting has been independently identified as an asset. The cost of an independent audit is expensive, so the ICN can request that be done by the bidder as part of the RFP. Suggestions from the RIT as to whether you want that audit done as a function of the sale itself or done post sale will be gladly accepted.
Smith – The seller of an asset like the ICN generally doesn't attempt to identify what the costs to the buyer will be, unless the buyer is ambiguous and in the case of the ROW that wouldn't be the case. It would probably be the responsibility of the seller to indicate whether or not an audit is conducted but not attempt to identify the amount or cost associated with that going forward.
Lingren – Based on the timeframe of this project and the timeframe we're going to allow the respondents to give an answer, an independent audit at this point would probably take several months to get accomplished.
Gavin – My concern with having a post bid audit instead of part of the bid is that the buyer, if they are a qualified bidder, conditions their bid based on the audit. If their audit comes back substantially different from what they were told and the bid is contemplated, then at that point would we start again? We'd have to reissue the RFP. Could we make the audit part of the bid process and put it on the buyer to get that audit conducted?

Lunemann – There's no reason I know of why that couldn't be added to the RFP. I'd be conscious of the timeframe. Would it be realistic of the buyer to get an independent audit as part of their response and require the same time constraints?
Lingren – It might be the RIT's recommendation to request another extension if it's determined that they want to add the independent audit to the RFP. An audit is a laborious process and with the July 2013 deadline that would be unrealistic because of the several months it could take for an audit to be conducted.
Roger – I don't think we can sell another extension in the House right now.

Statement of Preferences:
Andy Nielsen – No Opinion
Mark Headlee – Agree
Representative John Wittneben – Agree
Sergeant Tom Lampe – Agree
Art Spies – Agree
Representative Walt Rogers – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree

4) Lease of the network will be defined as the rental of all physical assets listed in the RFP. The State of Iowa will remain the owner of those physical assets. Under a lease scenario, the State of Iowa will remain responsible for all contracts and expenses related to carrier circuits, fiber IRUs and network maintenance. The state will continue to incur all costs related to any contracts currently in place including all costs, related to collocation and Rights of Way (ROW) expense.

Nielsen – Does this assumption take the ROW cost of $3 Million to the lessor out of the picture?
Lingren – Yes, because the conditions would remain the same. The only difference in the case of a lease would be who is operating the network.
Spies – A lease would also be affected by the location and if they can remain there.
Lingren – ICN is assuming that if the State remains the owner and JFHQ is the hub, ROW's and collocations would not be an issue. As for having non-state employees in JFHQ, that is happening today but under a State entity that's providing a service and ownership of that facility. ICN assumes that would not change but those are some of the issues that would have to be researched.
Rogers – Would the lease cover the ROW and collocation costs?
Lunemann – Like any other lease, the lessee maintains ownership of the asset but it's being leased for a fee that covers the costs of the ICN.
Lingren – Costs associated with using the space at JFHQ is not a State expense because the State does not give ICN general funds for those expenses. The ICN recovers those costs through services that go beyond what's being provided to just State entities. There are private Colleges, Universities, schools and healthcare facilities involved in that procuring of services that generate the revenue to offset those costs. The ICN does not pay for rental space at the JFHQ but there are environmental costs, such as heating and cooling.
Spies – Can the ICN provide those costs, it would be helpful to the RIT when discussing what a minimum bid might be? The RIT should have discussions about the minimum bid and that should be clearly identified and folded into what would be a good lease amount. In relation to the IRHTP costs, would that be embodied in the lease itself?

Lingren – If you're asking if whoever leases the network would be responsible to provide IRHTP and other revenues associated with that, the answer is yes.
Nielsen – This assumption talks about physical assets, are there any intangible assets such as computer programs or software that need to be considered?
Lingren – Yes, ICN has a number of software systems associated with the operation of the network. ICN, as a State entity, has direct connection to the I/3 system. With I/3, a lot of the billing functionalities that take place between ICN and State government is done electronically. Any purchaser would need the ability to use that system in order to conduct the billing that ICN currently performs.
Nielsen – Is that another assumption that needs to be added to the list?
Lingren – Yes.

Statement of Preferences:
Andy Nielsen – Agree
Mark Headlee – Agree
Representative John Wittneben – Agree
Sergeant Tom Lampe – Agree
Art Spies – Agree
Representative Walt Rogers – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree

5) All potential buyers / lessees will be required to meet pre-qualification requirements stated in the bid process.

Spies – Can you provide some examples of what the requirements might be?
Smith – Generally, those factors would be proving they have the ability to provide services, they have a certificate of convenience from the State Utility Board, have the financial assets to complete the purchase as they bid, or that they have the technical wherewithal to run the network.
Spies – Will there also be legal requirements, such as whether they've been sued or investigated by the FCC or State government?
Rob – The requirements can be whatever you want them to be. In addition to the legal aspect of things, you can require that they maintain certain standards of marketing, maintain a local Iowa field, etc.
Lunemann – You can add in requirements that allow the seller or lessee to recover costs as a result of the buyer or lessor backing out of the agreement.
Gavin – There are some limitations for the State government when it comes to requirements. We can make requirements such as it being a domestic purchase, but we can't say that it has to be an Iowa based company. We can work out those details as they come up.

Statement of Preferences:
Andy Nielsen – Agree
Mark Headlee – Agree
Representative John Wittneben – Agree
Sergeant Tom Lampe – Agree
Art Spies – Agree
Representative Walt Rogers – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree

6) To protect any proprietary information all potential buyers / lessees will be required to enter into a Non Disclosure Agreement to the extent allowable by Iowa law.

Lingren – The ICN does have proprietary information. According to State Code 8D, standard video rates are not proprietary and they are made public by publishing them on the ICN website. All other services offered by the ICN are considered proprietary, so that's what this assumption addresses. ICN would have to provide financial information to the buyer or lessee for them to understand what ICN's current condition is. HF 45 says the buyer/lessee has to provide services at a lower cost than the ICN does, so the ICN must identify what the current rates are in order for them to meet that requirement. A Non Disclosure Agreement (NDA) would address such issues.

Statement of Preferences:
Andy Nielsen – Agree
Mark Headlee – Agree
Representative John Wittneben – Agree
Sergeant Tom Lampe – Agree
Art Spies – Agree
Representative Walt Rogers – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree

7) To protect proprietary information the seller shall enter into a Non Disclosure Agreement with all bid respondents to the extent allowable by Iowa law.

Lingren – ICN and the State will hold all the Offeror information as proprietary and sign an agreement saying as much.
Spies – Would that agreement be limited to whatever is deemed confidential by the buyer or by the seller?
Lunemann – Typically in these transactions the potential buyer would identify what they consider to be proprietary information in that NDA, unless the State is not allowed to accept that as proprietary information.
Spies – Would this include public accessibility to all bids that are submitted?
Gavin – The bid should be public. Offerors may deem certain things to be confidential but they may not be according to the State's Open Records Law.

Statement of Preferences:
Andy Nielsen – Agree
Mark Headlee – Agree
Representative John Wittneben – Agree
Sergeant Tom Lampe – Agree
Art Spies – Agree
Representative Walt Rogers – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree

8) The initial term of a lease will be 5 years from contract closure with two (2) 5 year renewals at the option of the lessee.

Gavin – What is the reasoning for this assumption?
Lunemann – In the case of a lease arrangement, it's probably logical to assume that any lease will have certain expenditures or commitments that are going to need to be clearly stated and for how long they are going to be in that commitment.
Lingren – We'll discuss these details more in depth when we get to assumption 16, but HF 45 doesn't say how long a buyer/lessee has to keep their rates lower than ICN's rates. If we write something in the RFP, the two can be tied together. If there is a lease period it could be equal to the time they have to provide those rates.
Wittenben – Is it possible to get input from possible bidders on what they would prefer for a timeline?
Lunemann – As a function of the RIT, we're hoping that if there is public opinions on this they would make it known during the meeting, where a RIT member can submit an assumption to be discussed.
Lingren – To get opinions from possible bidders they would have to do a Formal Request for Information (RFI) but it couldn't be an informal dialogue. ICN has to publicly put out an RFI on any issues we'd want feedback on.
Rogers – There would be a little more leeway for bidders to make their bid better if we obtained feedback.
Lunemann – You can build into the RFP process an RFI saying this is what we're thinking and ask what their thoughts are. It does add time and complexity, however.
Lingren – Adding a lease timeline can be the best interest of the user base. Over the last eight years the ICN had one $.50 rate per hour increase for video and all the rest of our rates have decreased on average of every two years. Telecommunications is largely a commodity to our users and as a commodity it's difficult to have raising or steady rates. Having restrictions on the timeframe could protect the budgets and interests of the users.
Spies – A five year contract seems to be a good initial term. It would provide some stability for the users and there are some State assets with IRU's that may have 10, 15 or 20 year contracts.

Statement of Preferences:
Andy Nielsen – Agree
Mark Headlee – No Opinion
Representative John Wittneben – No Opinion
Sergeant Tom Lampe – Agree
Art Spies – Agree
Representative Walt Rogers – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree

9) A CPI increase will be applied to all operational expenses related to underlying costs that must be maintained by the lessor in the case of renewal (i.e. the State of Iowa).

Spies – Can someone explain this a little further? Does this mean that costs can be added as an inflator of some sort to a CPI?
Lunemann – Yes, when you're in a long term lease arrangement there are generally some increments of costs that are steady and then after a certain period of time there's the ability to add increases due to inflation.
Spies – If rates go down how will those be addressed?

Smith – Are you asking if the standard CPI is higher than the cost curve in general for telecommunications?
Spies – That could be a potential situation. A scenario could be that over the time of the five year lease, the cost of bandwidth may go down. At that point we don't want to lock ourselves into where the lessee can modify their rates to the detriment of the users.
Lingren – One of the complications in all of this is the fact that currently there are certified and authorized users. The certified users, according to State Law Code 8D, are required to use the ICN for services unless they go through a waiver process which is now only relevant for public supported entities. Private Colleges no longer have to go through a waiver process. State government agencies are not required to use the ICN. What happens then if you don't allow for some kind of recovery for whoever is going to lease the ICN? If agencies don't use ICN services or there is a migration off of it then that Offeror would have to raise their rates because they'd have a smaller base and need to recover their costs for operation. Something probably has to be in there to protect them, or some other mechanism to recover their cost of operation.
Lunemann –What would be some items in the network the lessor would need to maintain and have a cost to them over a period of the lease?
Lingren – The network is undergoing an upgrade right now for electronics. There would probably be a cost for differed maintenance where they would want funds set aside to keep the equipment up-to-date. ICN is going through that process currently. ICN's network equipment is perfectly relevant and state-of-the-art but bandwidth demands are so massive that ICN needs the ability for equipment to migrate and include that huge increase in bandwidth. Funds for that need to be set aside or ICN will be stuck in a place where it will not have the ability to provide those services.
Nielsen – Does this assumption just address the issue of when the State is leasing or will it address a sale? Does this assumption go away if the ICN is bought?
Lunemann – Yes.

Statement of Preferences:
Andy Nielsen – No Opinion
Mark Headlee – Agree
Representative John Wittneben – Agree
Sergeant Tom Lampe – Agree
Art Spies – Agree
Representative Walt Rogers – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree

10) Lessee must provide written notice 12 months in advance of intention to renew or not renew lease renewal option.

Lunemann – The intent of this assumption is if a lessee decides not to continue with this option how long would the lessor need to redirect whatever you were going to use from them.

Statement of Preferences:
Andy Nielsen – No Opinion
Mark Headlee – No Opinion
Representative John Wittneben – Agree
Sergeant Tom Lampe – Agree
Art Spies – Agree

Representative Walt Rogers – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree

11) A lease of the network assets will require the State of Iowa to maintain some of the personnel functions currently being performed by the ICN during the lease period. These costs would be reflected in the calculation of the lease payment deemed acceptable by the lessor. The RFP will indicate which network related costs would need to be maintained by the state.

Lingren – Today the ICN has access to the State's I/3 system and it allows the ICN to perform single billing. ICN takes all of the costs associated with a user's telecommunications access and all of their bills and makes payments to the separate entities and submit a single bill to the user. ICN believes Judicial did some form of an evaluation of what cost it would be to them if they didn't have access to I/3. ICN doesn't know legally what the State's position is with allowing a private entity to use that system; that would have to be researched. There may be a need to have state personnel conduct that functionality, which would add additional costs.
Headlee – There was no formal research conducted by Judicial to see how much it would take to manage something like this, but we do know it would be of great cost to us.
Spies – In the third line, does it say that these costs would be reflected in the calculation of the lease payment and deemed acceptable? By whom is it, only the seller?
Lunemann – The way a lease might take place may require that certain personnel elements stay with it, so the cost of that would be incorporated in that lease rate to whatever degree the State feels it needs to be.
Spies – Can the word seller be substituted with lessor?
Lunemann – Yes. We want to make sure to ensure the buyer has the capability to continue to do the things that are required to be done for the users of the ICN.

Statement of Preferences:
Andy Nielsen – No Opinion
Mark Headlee – Agree
Representative John Wittneben – Agree
Sergeant Tom Lampe – Agree
Art Spies – Agree
Representative Walt Rogers – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree

12) The legislation requires the new buyer / lessee to provide continued service of existing authorized users with specific products at specific price points. To ensure a transition with minimal user impact, ICN operational staff existing at the time of bid acceptance will remain in place for a minimum period of 12 months from closure date and transfer. This period of time may be extended upon mutual agreement. These costs will be factored into a sale or lease cost.

Spies – Is that 12 month time period just for discussion? Is that time long enough?
Lingren – That's a minimum. There's definitely a transition period because there could be certain issues, so you would definitely want some sort of a transition period. That timeframe could depend on the buyer and their experience and knowledge of the network. ICN is fairly complicated in what it does

because it is also the corporate telecom body as well as a State entity, so ICN wants to make sure that before that transition period ends that there is no impact to the user.
Smith – In the example of the Guam deal, the buyer was required to keep the existing staff on staff for five years after the acquisition.
Spies – Can we add a phrase saying "this could be extended upon mutual agreement"?
Lunemann – Yes. I would agree that 12 months for an active network for this many users is a tall order when transferring systems.
Rogers – For any potential buyer, would this timeframe hold them back in any sort of way from bidding?
Lingren – Someone can always submit an alternate timeframe.

Statement of Preferences:
Andy Nielsen – No Opinion
Mark Headlee – Agree
Representative John Wittneben – Agree
Sergeant Tom Lampe – Agree
Art Spies – Agree
Representative Walt Rogers – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree

13) The buyer or lessee of the ICN will be allowed to use the network to serve only existing authorized users. ICN assets will remain a closed or restricted access network for a new buyer / lessee. It is assumed H.F. 45 – Sec. 8 does not nullify the current statute restricting the ICN to "currently defined" authorized users.

Gavin – This assumption is not legally correct and needs to be broken up. There are two functional differences that will depend on whether the ICN is sold or leased. For example, if state owned property such as a car requires a certain kind of fuel be used, that may be stated in the Code of Iowa Chapter 8D. If the state sells those cars, the restrictions do not apply. Chapter 8D will still be there after the sale of the state property, so the code editor will need to remove the rule as it relates to that sold property. If State property is leased, the State still owns the property and all Chapter 8D restrictions still apply. Restrictions should continue to apply because for example, if the ICN is leased for 20 years and one day the State takes it back, Chapter 8D will have to be reinforced. If Chapter 8D is not enforced and the lessee served customers that Chapter 8D does not allow, ICN would have to deal with those customers that are in violation of Chapter 8D.
Lingren – If the ICN is leased Chapter 8D would have to be stricken because it clearly restricts who can use ICN for services. Even without Chapter 8D, whoever would purchase the ICN will not have carte blanche. There is a group here in Iowa called the Iowa Utilities Board (IUB) who would still have a say as to where they can operate.
Gavin – Chapter 8D may not apply but the purchaser would have the same restrictions that would apply to any other telecommunications company.
Lunemann – How would you break down an assumption for a lease versus a purchase?
Gavin – The first assumption should be for the purchase of the ICN. You could word the assumption to say "the buyer will not be restricted to the restraints of Chapter 8D, however they would be subject to restraints pertaining to their agency to operate in the state of Iowa". The second assumption could say that "a lessee of the ICN will remain restricted to authorized users as stated in Chapter 8D unless HF 45 nullifies the current state statutes, subject to any later legislation".

Schulz – Does that mean if the network is leased, they can only serve the authorized users and nobody else?
Lingren – Unless Chapter 8D is stricken, yes. Chapter 8D applies to State schools and assets, if the ICN is leased those would still be assets. Chapter 8D would have to be modified in order to open up the network.
Schulz – If Chapter 8D isn't modified then you're really just talking about a management company who manages the authorized users, which is what is done currently.
Lingren – If following the rules of Chapter 8D, leasing the ICN simply changes the management of the ICN from the ITTC to whoever leases the network.
Schulz – It would not make sense to do anything like that unless you open up the network.
Lingren – As the ITTC writes the RFP over the next three years, there may be issues that will have to be addressed legislatively, and this would be one of them. House File 45, Section 8 does say authorized users have to be served and at a lower rate than the ICN's, to include operations and maintenance. House File 45 does not address the issue of the openness of the network.
Lunemann – Who are the current authorized users of the ICN?
Lingren – Authorized users are:

Educational facilities:

a. Public or private K-12 schools
b. Public or private school administration facilities
c. Area Education Agencies (AEA's)
d. Local school board offices
e. Accredited private nonprofit colleges or universities eligible for tuition grants
f. Regents facilities
g. Community colleges
h. Off-site, dedicated classrooms, wherever located
i. Iowa law enforcement academy
j. University-affiliated research facilities

State agency facilities:

a. State departments, agencies, and field offices
b. Iowa National Guard facilities
c. Judicial branch facilities
d. Community-based correction facilities
e. Buildings owned or leased by the state
f. Iowa state fairgrounds
g. Legislative branch facilities

Federal government facilities

a. Federal departments and agencies including regional, territorial, zone and state offices
b. Federal Judicial branch facilities
c. Federal legislative branch facilities
d. Buildings owned or leased by the federal government

Some additional authorized users are; the United States Post Offices, telemedicine connectivity, library connectivity, county and local government facilities, and emergency services for county and local government facilities.

Lunemann – In the event the ICN is sold, should the network remain opened or closed?
Bartelson – What would be the advantages or disadvantages of having the network opened?
Lingren – If the network isn't open as it exists today and HF 45 Section 8 says that the buyer or lessee must provide services at a lower rate, it's hard to calculate a business model that would allow that to work. There would be the current expenses, plus whatever expenses they'd have on top of the current expenses such as their lease or purchase cost, and possible things like Right of Way (ROW) expenses. If the network is not opened, a buyer or lessee's abilities would be restricted, specifically a lessee. The practicality of the ICN being built out to be open is fairly restricted but legally there needs to be something to address that issue.
Wittneben – I concur with the assessment that with the restriction of not opening the network the State is basically hiring a manager. I do see problems with opening the network. There'd be no guarantee the current users would have first rights to the network. I know there are ways to ensure that they do, I just don't know if it's legal.
Lingren – Every telecom has, within their rules of operations under emergencies and different conditions, where there is a priority of services. For example, if there was a telecommunications breakdown in the Des Moines area due to an emergency, the local provider would be required to turn up public safety and healthcare services. They would have a higher priority over turning up a business or residence. Those things are already framed up in current policies created by IUB who oversees a lot of that. There can be something that says original authorized users have first rights, but it would have to be written up and approved by IUB in order to move forward.
Spies – From the Iowa Hospital's standpoint, we do not have a current position on the sale or lease of the ICN, but in representing the two Iowa and South Dakota hospitals that are attached to the network, there are a couple of concerns. The number one issue we are most concerned about is the services and abilities of the new owner or lessee. If the ICN is sold and then a year later the buyer says Iowa hospitals can't use the network or electronics anymore that would be an issue. To remedy the possibility of that happening IHA has a 20 year agreement with the ICN to operate that network on our behalf so that can't go away. The second concern we have is the ability and capacity of the network itself. As more users are added to the network what will be the capacity of the networks core electronics to handle that traffic, and with the addition of users, does service all of a sudden diminish to healthcare providers who are for example, transferring electronic images of someone's skull, CAT scans or MRI's.
Lampe – Public safety has similar concerns to the hospitals. Our districts are coming online to start downloading videos from patrol cars and we also have mapping systems in patrol cars that rely on the network.
Headlee – If the network was opened there'd be issues for the Judicial EMS project as well as the inherent security we have within the ICN being secluded right now. If it was opened up the potential of hacking may exist.
Lingren – ICN is not a commercial network so therefore ICN doesn't over subscribe bandwidth, which means ICN doesn't oversell what we can provide. In the case of Department of Public Safety (DPS), ICN delivers 50 Megabytes to their site and ICN doesn't over subscribe it to the point the network gets overly used. Healthcare will have a dedicated 10 Gigabytes of bandwidth just for them only and can't be used by anyone else. ICN has the same kind of services for Judicial and DPS.
Wittneben – This is a major concern for me being from Estherville. We're the first in the State to have remote viewing for the intensive care units. I wouldn't want there to be a life or death situation and be bumped off the network by someone playing a video game, so these are serious concerns here.
Lunemann – Assumption 13 as stated is not a legally correct statement and it needs to be revised. A buyer would not be restricted by Chapter 8D but a lessee of the ICN would be restricted by the current

way Chapter 8D is written. If a foundational assumption was written would that be a sound legal starting point or is there going to be some legislative clarity required before the RFP is issued?
Gavin – The buyer issue is clear. If the ICN is sold the network is free to be opened. The lease isn't distinctly clear under Chapter 8D because currently it doesn't have specific rules written for an entity that would operate as a management group or lessee. If leased Chapter 8D will need to be clarified.
Lunemann – If an RFP was constructed saying that a lessee could open the network, there would probably require some legislative clarity on Chapter 8D is that correct?
Gavin – I think it would. If the ITTC wants to recommend the network be opened, that will need legislative authority.
Smith – HF 45 does not restrict the buyer so the RFP wouldn't have to restrict the buyer is that correct?
Gavin – Correct. You can theoretically put into the contract to sale the ICN all the restrictions in Chapter 8D, however, the only remedy the State would have is to sue the buyer for breach of contract. In the case of a lawsuit it would be hard to show the States injury under the contract if the new buyer provides services to an unauthorized user. What damage does the State incur because they were never going to provide services to a commercial entity?
Headlee – ICN provides firewall support for Judicial and they're also a partner with us as far as network design. ICN also provides a software package that they maintain for us such as Websense which is web filtering software. Would an assumption need to be written saying those particular services need to be maintained or identify additional resources?
Lingren – The ICN is a network and an organization that provides corporate telecommunications to the State and Executive Branch. ICN provides those services to Judicial as the telecom body to the State at no cost to them. If the ICN is sold there may be need to have the corporate telecom functions fall back under the Department of Administrative Services.
Schulz – Unless the network is opened for either buyer or lessee this exercise is probably futile because they will want to open it up and make money off of it.
Lingren – ICN invited the telecommunications industry to provide a representative on the RIT but it was complicated because it would preclude them from having a bid.
Smith – In the case of the Guam Telephone Authority sale, opening the network and allowing access to other products was restricted which was the whole point of the sale of the asset.
Spies – In one of the assumptions towards the end it talks about compliance with FCC and other Government policies with not only the BTOP activity but also within the IRHTP (Iowa Rural Health Telecommunications Program). The FCC (Federal Communications Commission) would be very interested and concerned about the sustainability of the buyer to maintain the current contract.
Lingren – The RFP would have to clearly state those restrictions so whoever would buy or lease the ICN would have to agree to those restrictions and to what rules are in place for the IRHTP project. This will be addressed in assumption 29.

Statement of Preferences:
Todd Schulz – Disagree with the way the assumption is written
Andy Nielsen – Disagree with the way the assumption is written
Representative John Wittneben – Disagree with the way the assumption is written
Mark Headlee – Disagree with the way the assumption is written
Sergeant Tom Lampe – Disagree with the way the assumption is written
Art Spies – Disagree with the way the assumption is written
Meghan Gavin – Disagree with the way the assumption is written
Dave Lingren – Disagree with the way the assumption is written
Gretchen Bartelson – Disagree with the way the assumption is written

14) Any new buyer or lessee of the ICN must continue to provide all products in use as of bid closing at a "lower overall long-term cost".

Lingren – The ICN has a pricing matrix which lists all of ICN's products and services that will need to be included in the RFP. The purpose for including the matrix in the RFP would be to ensure that all those products and services are made available to the authorized users.
Smith – There are two aspects to this assumption; one is regarding the cost the other is regarding the availability of the products currently being offered. The way this assumption is written implies that whatever the ICN currently offers should be offered in the future and indefinitely.
Lunemann – In the case of IRHTP, which is an FCC program that has many rules and regulations, the Iowa Hospital Association (IHA) is using the ICN's network and complying with FCC rules. Are there any special Service Level Agreements (SLA's) defined between the ICN and IHA to maintain that product?
Spies – Yes, and it has a 20 year term.
Lunemann – Is there a definition of service that's different than the standard ICN services, such as response time or anything like that?
Lingren – Yes. Because IHA is an emergency and healthcare provider, ICN has some restoration service requirements that are stiffer than the standard because of what they provide.
Lunemann – Should that be incorporated into the RFP for Judicial and Public Safety as well in regards to availability and response time?
Headlee – From Judicial perspective, that would be something we'd need. If the system is down we can't serve our customers.
Lampe – The same would apply for Public Safety as well.
Spies – IRHTP is concerned with that as well. Maintaining the capacity of the network is important. When talking about adding additional services IRHTP needs to remain a separate and distinct network. We cannot be used for any other purposes. If a buyer comes in and decides to tap in and use it for something else, the FCC would not allow that.
Smith – We can assume that any buyer will think providing a type of service indefinitely or for an extended period of time would be burdensome.
Lingren – The RFP doesn't have to suggest that a product be provided indefinitely. For example, the traditional video ICN is using today has been the basic platform for some 15-20 years. There's currently a migration off this type of platform to more of an internet based platform which ICN is in the process of doing. So to expect somebody to support the current platform indefinitely would be very cost prohibitive to them. The problematic part of it is that the classroom equipment is not owned by the ICN but by the schools and users, and they may not want to displace the service because it would be a cost to them to replace the equipment. It might need to be considered that there is a grandfathering or a migration of the current product.
Headlee – What I'm struggling with is the long-term part of this assumption. When it comes to budgeting there needs to be timeframes identified so that all parties involved can budget for the future.
Lunemann – Assumption 16 will discuss what long-term is.

Statement of Preferences:
Andy Nielsen – Agree
Representative John Wittneben –Agree
Mark Headlee – No Opinion
Sergeant Tom Lampe – Agree
Art Spies – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree

Gretchen Bartelson– No Opinion

15) Authorized users will consist of all entities falling under the current statutory definition irrespective of if those authorized users are current active customers of the ICN. An authorized user list will be identified in the RFP.

Lunemann – If you're authorized to use the ICN but currently are not, you'd still be allowed to receive the same benefits as a long-term user if you decided to use the ICN.
Bartelson – That would be very helpful for Education. There are a number of rural schools who have not been overly active but are thinking about becoming active. There are probably a number of users I'd like to be grandfathered in so that they can use the system when the time comes.
Lunemann – Is there a current list of users of the ICN?
Lingren – There is a list but it is not current due to the Area Education Agencies (AEA's) and K-12 consolidating. The list will be updated by the time the RFP is written.
Gavin – Is this assumption assuming that both current authorized users who don't use the network at all are still qualified users and that current authorized users who only use some of the ICN products would keep that same product benefit if they want to use additional products?
Lingren – Throughout the history of the ICN there have been users that did not initially start using the ICN, started using it then didn't again. ICN users come and go which is the nature of any kind of service you provide. However, it won't matter if there is somebody who hasn't used it in a couple of years, they get services at the same rate that everybody else gets it. That's being written to protect the users and not lock them out just because they're currently not using the services.
Spies – In assumption 15, does it also have a sale/lease component to it from the standpoint of an authorized user for healthcare?
Lingren – Anytime there's a new healthcare facility, ICN checks with the AG's office to make sure the Chapter 8D allows them to be a user. If it is not specifically stated within the code there'd be problems with them becoming an authorized user.
Gavin – If the ICN is sold there wouldn't be authorized users in the sense of who can be provided services. However, because HF 45 does contemplate the cost to future authorized users, the list would still have to be maintained for purposes of enforcing the sale.
Lunemann – Is that another way of saying that down the road if a new hospital is created they would be considered an authorized user by category. All those things will need to be clarified in an RFP so a bidder can respond.
Gavin – Yes, we would need to put by category or is an authorized user as of the date of sale in the RFP.
Lingren – In Chapter 8D, "Authorized User" is not defined by a list of entities but by a class of users. Healthcare and hospitals in Chapter 8D is specifically defined as being an authorized user so in the future they would remain an authorized user.

Statement of Preferences:
Andy Nielsen – Agree
Representative John Wittneben –Agree
Mark Headlee – Agree
Sergeant Tom Lampe – Agree
Art Spies – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree
Gretchen Bartelson – Agree

16) The period of time that "lower overall long-term cost" must be maintained will be for a period of 5 years for all currently provided services, with the exception of the Capitol Complex telephone system, from the contractual finalization of a sale or lease.

Spies – Why is the Capitol Complex (CC) telephone system an exception?
Lingren – Because HF 45 isn't clear on whether ICN is selling that or the corporate telecom body or leasing the CC phone system as part of the corporate telecom function.
Wittneben – The five years should also tie into what was discussed in assumption 8. The same time period should probably be reflected in both assumption 8 and 16.
Lunemann – Would there be variable time frames? For example, IHA is involved in a longer term contract. Should there be a different timeframe for different entities based on the situation or does it need to be a blanket?
Gavin – From a legal perspective you can create a default assumption enabling for clarification for a specific assumption but the standard will be for five years except in a contract that states otherwise.
Smith – In the situation of Guam they were required to not raise rates for a period of five years.
Lampe – After those five years expired and they do raise the rates, will there be a maximum they could raise it?
Smith – There would still be restrictions. After the five years, the buyer was still subject to the Guam's board regulations and any rate raises had to be approved by the utility board. There was however nothing in the RFP restricting them from raising their rates after the five years.
Spies – Would that same protection happen in Iowa by the IUB?
Lingren – If the ICN is leased, no, the IUB has no authority over a State owned asset. If ICN is purchased then yes, the buyer would have to go through the appropriate FCC and IUB processes. They have to go through a rate case to show some validity to the rates they're charging, they can't just charge whatever they want.
Spies – I'd hate to get in a situation where we have a really good deal for five years but then the rates become cost prohibitive to utilize that Offeror as far as the hospitals go.

Statement of Preferences:
Andy Nielsen – No Opinion
Representative John Wittneben – Agree
Mark Headlee – Agree
Sergeant Tom Lampe – No Opinion
Art Spies – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree
Gretchen Bartelson – No Opinion

17) "Lower overall long-term cost" will be defined in the RFP as 1% or lower than the current product cost as identified in the price list stated in the RFP.

Lingren – HF 45, Section 8 says at a lower overall long-term cost, but the RIT needs to bring some definition to what that means.
Wittneben – How definable is this?
Lingren – That's the challenge of that language. Somebody could purchase or lease the ICN and say "At an equal cost". The ITTC is hoping to write into the RFP a statement of how much that rate needs to be.
Lunemann – What are some of the things that wouldn't be related to the lease payment but would impact costs?

Lingren – It could be having a staff that has to go to training, which can be thrown in as a cost. Costs are always recoverable in a rate case, so you can put in costs to you that are operational costs that may or may not exist today.

Statement of Preferences:
Andy Nielsen – No Opinion
Representative John Wittneben – No Opinion
Mark Headlee – Agree
Sergeant Tom Lampe – Agree
Art Spies – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree
Gretchen Bartelson – Agree

18) "Lower overall long-term cost" must also include the annualized maintenance cost as incurred by the State of Iowa through Infrastructure Appropriations averaged over the last three-year period less the amount of dollars used for the one-time expense of upgrading the Capitol Complex telephone system.

Spies – Can you explain what this assumption is saying?
Lingren – About seven years ago he ICN found themselves managing additional CC phone systems that were given to the ICN some 10-12 years ago. ICN had nearly a 25 year old phone system and the problem with that is they don't make them anymore. The ICN does receive infrastructure appropriation every year to perform upgrades to that system. So that would be an expense.
Spies – The ICN manages the CC telephone system but they don't own it?
Lingren – The State owns the telephone system.
Spies – But the ITTC wouldn't list the phone system as an asset.
Lingren – The ICN doesn't own anything, the State owns it all. The ICN is operating as doing business for the ITTC and the ITTC is just a management entity. The CC phones are a State asset related to telecommunications.
Spies – On the list showing all the assets of the ICN that is available for sale or lease, would the CC telephone system or other systems like that be part of the list?
Lingren – The ITTC would suggest the phones not be an asset for sale because things can get really complicated if the phone system is included.
Lunemann – What's all included in the annualized maintenance of the ICN through the infrastructure appropriations?
Lingren – ICN's maintenance contracts. ICN has one with Paetec that costs several million dollars a year. Paetec performs the field maintenance for the ICN and runs the network operations center. ICN has equipment within the network that has been purchased from manufacturers and ICN has to pay maintenance for that equipment in order to support if there are problems out in the field.

Statement of Preferences:
Andy Nielsen – No Opinion
Representative John Wittneben – Agree
Mark Headlee – No Opinion
Sergeant Tom Lampe – Agree
Art Spies – Agree

Meghan Gavin – No Opinion
Dave Lingren – Agree
Gretchen Bartelson - Agree

19) A lessee will receive a Service Level Agreement (SLA) that clearly indicates which network functions will be maintained on an ongoing basis by the lessor.

Lingren – This assumption is referring to the creation of a new SLA that would identify to the buyer or lessor of the network on what they will maintain and what those conditions will be.
Spies – So no matter whether the ICN is sold or leased, the same network functions must be maintained.
Lingren – For example, the ICN creates an SLA with IHA but has another Offeror who helps provide some services to IHA in junction with the ICN. Assumption 19 is saying, the State has an agreement with the buyer or lessor of the network to ensure IHA gets served correctly.
Gavin – From a business perspective, if the ICN is leased the State still owns the network and will still have legal responsibilities.

Statement of Preferences:
Andy Nielsen – No Opinion
Representative John Wittneben – Agree
Mark Headlee – Agree
Sergeant Tom Lampe – Agree
Art Spies – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree
Gretchen Bartelson - Agree

20) The ICN has current service standards that are agreed to with both government and non-government users of the network. These will be stated in the RFP. The buyer / lessee must continue to meet the same level of response and service restoration timeframes stated in these agreements.

Lingren – This area will be somewhat problematic for the general telecommunications industry. ICN's standards are much different than what the industry's is. For example, when an ICN user asks for a feed to one of our facilities, the ICN does this in nine days, the industry takes about 30-60 days. ICN's restoration of service time is generally four hours; the industry's standard is that they're on-site within four hours. This information will be important to capture because the cost to the purchaser or lessee may be affected. This assumption will put responsibilities on a provider that are much more stringent than what the industry is on average.
Spies – This assumption is of great interest to IHA because the length of time it takes to get the services back up could be critical from a health standpoint.

Statement of Preferences:
Andy Nielsen – No Opinion
Representative John Wittneben – Agree
Mark Headlee – Agree
Sergeant Tom Lampe – Agree
Art Spies – Agree
Meghan Gavin – No Opinion

Dave Lingren – Agree
Gretchen Bartelson - Agree

21) The management of the Capitol Complex Phone system and all connected devices will remain within the administrative function of the State of Iowa.

Nielsen – Can an example be provided of what some of the connective devices would be?
Lingren – Other than the CC phones, information technology has a lot of equipment such as servers, hubs, switches, and routers all over the Metro area providing services to State agencies that could clearly be construed as State owned assets.

Statement of Preferences:
Andy Nielsen – Agree
Representative John Wittneben– Agree
Mark Headlee – Agree
Sergeant Tom Lampe – Agree
Art Spies – Agree
Meghan Gavin – No Opinion
Dave Lingren – Agree
Gretchen Bartelson – Agree

22) The buyer / lessee will receive all new and existing operational revenue generated by users from date of sale closure forward.

Nielsen – How do you anticipate dealing with the continuing expenses that part of operating the ICN?
Lingren – Any acceptable lease of the ICN would cover any expenses related to the operation of the network and that's why all the revenue existing and new would go to the person leasing.

Statement of Preferences:
Dave Lingren – Agree
Gwen Nagel – Agree
Sergeant Tom Lampe – No Opinion
Mark Headlee – Agree
Art Spies – Agree
Andy Nielsen Nielsen – Agree
Representative John Wittneben – Agree
Gretchen Bartelson – Agree

23) A new buyer / lessee may turn off service due to nonpayment.

Lingren – There is a large percentage of ICN users, especially government entities, who pay the ICN with federal money and not state money. There are occasions when the federal money is delayed and takes a while to come in. Normal gap accounting procedures would be to write that off as bad debt and shut off services. The ICN does not do that because it would be counterproductive to a lot of people. Instead the ICN escalates the issue to the Governors' office to be resolved. However, that's not typically how the private sector would operate. If there's bad debt and somebody isn't paying, the only option they'd have is to shut their service off.
Nagel – Will there be any sort of grace period stated for when a buyer or lessee can turn off services?

Lunemann – Does the ICN currently have a stated policy?
Lingren – The only stated policy is that ICN customers have 60 days to pay and since ICN bills for the last 30 days of usage they actually have 90 days from usage to pay it. The unwritten ICN policy is that if it gets to that point ICN will send a sales representative out to meet with those individual agencies to find out what can be done to work out the situation and get those payments made.
Lampe – Public Safety does rely on grants and those grants do run out. It would be difficult for us if when the grants run out our services were shut off.
Lingren – The ICN staff can do some research within the industry on some of the standards and terminology and make sure some of that's encapsulated within the RFP.

Statement of Preferences:
Dave Lingren – No Opinion
Gwen Nagel – No Opinion
Sergeant Tom Lampe – No Opinion
Mark Headlee – Agree
Art Spies – Agree
Andy Nielsen – No Opinion
Representative John Wittneben – Agree
Gretchen Bartelson – No Opinion

24) A buyer will incur all operational expenses related to new (added) network components and maintenance from the date of sale closure forward.

Bartelson – Define network components.
Lingren – We had some previous discussion that the Capitol Complex phone system is not a part of network components, but other than that it is all of the core, edge switching and routing equipment that allows the network to continue. At some point in the RFP process the ITTC will create an extensive list that encompasses all of that.
Bartelson – I just wanted to make sure it was just the network infrastructure and not the ICN classrooms, is that correct?
Lingren – The ICN does not own the ICN classrooms nor do they own the equipment that runs the Part III, ICN lease those facilities from the telephone companies and as such they own that. Through our federal BTOP grant some of that will change as ICN leases fiber and provide electronics, but today it's basically what would be Part I and II. There are some equipment at the classroom end that ICN does take care of, such as video codex equipment, but other than that the ICN doesn't own anything involved with the classrooms.

Statement of Preferences:
Dave Lingren – Agree
Gwen Nagel – Agree
Sergeant Tom Lampe – Agree
Mark Headlee – Agree
Art Spies – Agree
Andy Nielsen – Agree
Representative John Wittneben – Agree
Gretchen Bartelson – Agree

25) All buyers responding to the RFP must be prepared to reach acceptable terms for collocation, power, secure space, etc. with all collocation space owners currently housing ICN equipment, circuits or fiber (only some of which may be State agencies). It is assumed that if acceptable collocation terms cannot be reached with existing collocation space owners that alternate space (and subsequent related costs associated with moving into new space) will be at the buyer's expense.

Spies – This collocation agreement could be a potential deal buster where the JFHQ is concerned, which is where the major electronics for the network and each of the many counties. Because of the colleges and community schools this could be very difficult criteria to meet.
Lingren – If you enable someone who buys or leases the ICN to operate equipment within a government or education facility with no expense then the question comes up as to what about the other entities out there in the State. Should they not have that same arrangement because collocation can be a very expensive item? Once this situation is allowed the schools will suffer because they'll have to provide enormous amounts of space at no cost.
Spies – This assumption is key criteria that should be part of the RFP so anyone coming into it knows they may have to move the equipment at their own expense if they can't get those agreements.
Lunemann – The RFP would list all the places where that would have to occur, what is collocated there and the equipment located in that space.
Lingren – The ICN has the authority to collocate under State code, so therefore the ICN has no contracts with collocation agreements.
Bartelson – Has there been any thought to what might be reasonable? Will the ITTC assist in this process in any way or will an entity have to deal with individually each of the sites? Is there a way the ITTC can provide some direction?
Lingren – During a previous RIT meeting it was mentioned possibly adding into the RFP a requirement that a buyer would maintain some ICN staff for a certain time period. The ICN in that role would still represent the government entity to assist in the collocation agreement process.
Spies – Can the community colleges or universities charge the buyer a collocation fee?
Lingren – Yes they could. That could be revenue for the community colleges. The problem is when you start opening the network the rooms the equipment is stored in are not very big.
Lunemann – Does the ICN have to pay for power and environmental costs in the locations where the equipment is stored?
Lingren – ICN does pay some of the cost for power and for one of the generators at JFHQ. I'll have to double check and respond back to this next week.

Statement of Preferences:
Dave Lingren – Agree
Gwen Nagel – Agree
Sergeant Tom Lampe – Agree
Mark Headlee – Agree
Art Spies – Agree
Andy Nielsen – Agree
Representative John Wittneben – Agree
Gretchen Bartelson – Agree

26) A buyer will be required to demonstrate the ability to secure adequate collocation agreements in such a manner as to provide seamless delivery of existing services prior to closing.

Lingren – If a buyer is willing or able to create their own space if a collocation agreement can't be made with the users, they must be able to demonstrate that they can meet those kinds of a problem. The reason is because there would be users who could not be served if there was no connectivity and HF 45 section 8 states that authorized users need to be served. In the RFP the ITTC should strictly say that a buyer must understand the collocation issue and be willing to mitigate it through the building of their own locations should they not get an agreement.
Nagel – So there'd be some time limit for them to demonstrate this ability?
Lingren – I think it would be twofold; first they'd have to, within the RFP, respond and say that with some limit they could do that. Also, during the transition period there has to be an escape clause for the State should they have a buyer that's awarded it and they demonstrate no ability to fulfill it.
Bartelson – I'm more comfortable with an escape clause.
Lingren – ICN will be asking the AG's office, the governor's office and legislation leadership that question as we negotiate these contracts.

Statement of Preferences:
Dave Lingren – Agree
Gwen Nagel – Agree
Sergeant Tom Lampe – Agree
Mark Headlee – Agree
Art Spies – Agree
Andy Nielsen – Agree
Representative John Wittneben – Agree
Gretchen Bartelson – Agree

27) For the purposes of RFP documentation all information will be listed with an "effective as of" date as close as is practical to RFP release.

Summary: Information regarding revenues, the number of users, circuits, etc that's listed in the RFP is a snapshot of the ICN at that time. Because the ICN will continue to conduct business, information may change slightly throughout the course of the RFP process.

Statement of Preferences:
Dave Lingren – Agree
Gwen Nagel – Agree
Sergeant Tom Lampe – Agree
Mark Headlee – Agree
Art Spies – Agree
Andy Nielsen – Agree
Representative John Wittneben – Agree
Gretchen Bartelson – Agree

28) The RFP process will be run in parallel to the normal course of business at the ICN. No changes to current day-to-day business or future business planning will occur as a function of the ongoing RFP for sale or lease of the network.

Lingren – ICN has a role as the corporate telecommunication provider for the state government and as such one of our roles is to make sure that every state entity is receiving the service they need in the most efficient manner. What this assumption is saying is that during the RFP process ICN will not going cease that role, especially with the reduction in budget and those kinds of things. ICN will continue to look for ways to save the government money.

Statement of Preferences:
Dave Lingren – Agree
Gwen Nagel – Agree
Sergeant Tom Lampe – Agree
Mark Headlee – Agree
Art Spies – Agree
Andy Nielsen – Agree
Representative John Wittneben – Agree
Gretchen Bartelson – Agree

29) The ICN is currently engaged in the support of the FCC (RHCPP) and is directly involved in an ARRA project (BTOP). Any buyer / lessee of the ICN must comply with all requirements of these federal programs as stated in the RFP.

Spies – The Rural Healthcare Pilot Program (RHCPP) is an Iowa Hospital Association (IHA) project. IHA received an award from the FCC to provide the last line of connection from the hospitals to appropriate locations in each of those counties and into the network itself. We have electronics that are connected to the wavelength electronics by using ICN's fiber. The FCC requires that this is a healthcare dedicated use only network so any buyer couldn't just use our network to do something else.
Lunemann – The connections made from the hospital to the ICN are not owned by the ICN.
Spies – They are owned by each participating hospital and the electronics that are attached to the ICN network are also the property of the participating hospitals.
Lingren – The role of the ICN in this project is multifaceted. As far as the network itself there will be dedicated bandwidth for hospitals only on ICN's backbone. In that role ICN provides connections from hospital to hospital. ICN is also the hospitals maintenance provider, we maintain the fiber and equipment that's owned by the healthcare facilities.
There will be an assumption written related to BTOP. NTIA, the federal group ICN works with on that federal grant, must approve whoever buys or leases the network. The reason being is that they are paying for 70 percent of the optronics that's being upgraded, so they have some claims to those.
Spies – Are there some relationships with the federal government that may be affected by assumption 29
Lingren – The National Guard provided money to build out the connectivity to the National Guard, and there was also a federal grant involved with the build out of some facilities at JFHQ. There's also a grant the ICN received from Homeland Security that assisted with building out ICN's hub at the emergency operations center at JFHQ.
Spies – I think the wording in assumption 29 needs to be broadened.

Statement of Preferences:
Dave Lingren – No Opinion until we broaden the language
Gwen Nagel – No Opinion
Sergeant Tom Lampe – No Opinion
Mark Headlee – No Opinion
Art Spies – Disagree, subject to expanding the language on 29
Andy Nielsen - Disagree
Representative John Wittneben – Disagree, subject to expanding the language on that
Gretchen Bartelson – Disagree

30) Guaranteed amount of bandwidth for public safety in all cases. Especially during emergencies.

Lampe – Within the last year or two DPS has been using more technology and we're going to be dependent on much of that bandwidth. The state patrol currently is using the ICN fiber to download video from every trooper vehicle at every district office in the State as well as still photography. Public Safety has been forced into the digital era because VHS tapes are becoming obsolete. The intelligence bureau within DPS will be streaming video back to headquarters during emergencies, such as in the case of a hostage situation for example. DPS has a flare system which is infrared mounted on our aircraft that downloads live video. So with all that DPS is concerned with having enough bandwidth and will not want to have to deal with interruptions
Lingren – Within the telecommunications industry you typically don't provide as much of the bandwidth that you sell, which is called oversubscription. With DPS ICN has an agreement that the bandwidth they buy is for their full use, so they don't get any slowing down of service.
Spies – Is there criteria in this assumption that addresses that bandwidth requirement for under users?
Lingren – No, but on can be put in here. ICN has agreements with some other providers and in those cases it's the same scenario. ICN's oversubscription is much smaller than what you'd typically see in the industry because of some of these agreements.
Lunemann – Is there a stated over subscription the ICN has?
Lingren – I'd have to check the SLA's, but I don't believe ICN states any guaranteed oversubscriptions or delivery of services other than with those agreements with Public Safety, Healthcare and Homeland Security.
Nagel – Will there be any protection in the RFP for Education? For example some users pay a higher rate than others and education generally pays a lower rate. Education is predicting to see a rather large increase in Internet and possibly video use from our school districts. Many of the schools are moving to a one to one format (one child to one computer) which would require more bandwidth. Is there protection against any buyer coming and saying they'll give or reserve more space for their better paying customers and in turn limit Education?
Lingren – As for the lower rate Education pays on the video that's part of an agreement that's been in place since the very inception of the ICN. There was some discussion on the length of time that rate would be guaranteed, which I think was decided to be for five years. On the Internet, the reason Education pays less is because of the amount of bandwidth they use. The more you buy the lower it will cost for you. Those two would be protected within the agreement. My only concern is if you go back five years and you look at ICN's rates it has reduced per megabit by as much as 200 percent as we've found more efficient ways to do connections and drive our costs down.

Bartelson – I have a concern for education because we are expanding our usage. We are competing for bandwidth and we don't have alternatives in the rural community, we'll have one pipeline in. I don't know how to balance off the need for safety and all other needs and be guaranteed that there will still be enough bandwidth for Education.
Nagel – I also have concerns. Five years might seem like a significant amount of time out into the future but what will happen after five years? We know school districts are crunching their budget as tight as they can but if there's a significant increase in five years it would really spell disaster for Education use.
Bartelson – This five year timeframe is fine but does that mean that in five years Education better have another plan because we will not be able to afford the service because rates go up or legislature will not fund that part of our educational need.
Lingren – If somebody should buy the network they'll find themselves in the competitive world of telecommunications in Iowa and I don't think they'll be able to provide rates that are not competitive to what others would provide. In the rural parts of Iowa, those connections going to K-12 and up are provided by a local and independent telephone company today and they have competition. It's not an exclusive thing even out in the rural part of the State.
Bartelson – In our case we did just expend our bandwidth at ICN and none of our telecommunication providers can give us the amount of bandwidth that the ICN does.
Lingren – A community college is different because the ICN was built initially to replace the community college microwave system, so the bandwidth between the community colleges and the ICN tend to be at a larger amount than the local telephone companies today. What we're touching on is the core of the issue which is that by default we've become the internet provider and the industry will say that's not fair.
Wittneben – I think we'd all be in agreement that a dedicated amount of bandwidth problem for the RFP is going to be in how you implement that into a number.
Lingren – I think all we'll be able to do in the RFP is state the current condition and make sure that this guarantee will exist in the future and that's something they'll have to deal with in their network planning.

Statement of Preferences:
Dave Lingren – No Opinion, needs to expand the assumption to include all others who have those arrangements
Gwen Nagel - Agree, but needs to expand the assumption
Sergeant Tom Lampe – Agree
Mark Headlee – No Opinion
Art Spies – Agree, subject to broadening the assumption
Andy Nielsen – No Opinion, need to expand the assumption
Representative John Wittneben – No Opinion, needs to expand the assumption
Gretchen Bartelson – No Opinion, needs to expand the assumption

31) Criteria will be established by the state and listed in the RFP for purposes of reviewing bids to purchase or lease the ICN. The historical capital cost of building the ICN will be used as one of the criteria to evaluate bids to purchase the ICN network.

Spies – One of the things the Federal Government required IHA to do was list and identify the criteria that we would use in reviewing RFP applicants. The State will probably do this automatically but I thought it'd be important to have it included in the RFP to make sure that it's used to review and select a buyer or a lessee. Secondly, one of the criteria of the FCC was identify the price of the cost. Let's

identify what's been the investment of the State of Iowa in developing and building up the capitol side of the ICN then that can form the basis of one of the criteria used to evaluate an offer.
Lingren – Typically what ICN does in RFP's is list the criteria. ICN typically does not put in the RFP the value or the points associated with each criterion. ICN issues the RFP with the criteria and during the time in between the issuing of the RFP and receiving them ICC will develop the value points of each criterion. The reason the State does that is so the respondent doesn't just zero in on one thing and try to play to that issue, instead we want the real answer. What do you mean by the historical capitol cost?
Spies – Say the State has spent $200 million in building out the ICN as it is today. Would the State accept less and how much less? The historical capitol cost gives you that value. The ITTC doesn't have to publish it in the RFP but again you can say this is what we've spent on the ICN and then take a look at the price potential buyers would be willing to pay for the ICN.
Lingren – That certainly be in our evaluation as the ITTC writes up the RFP. Once we make those recommendations on who to sale the ICN to, it'll go through the legislative process one more time and the ITTC will ensure legislature understands that $200 million was spent to build Part I and II and another $100 million was spent to build Part III that are now owned. We can't sell Part III because we we lease it, so that $100 million investment would probably be looked at as economic rather than a capitol outline. The $200 million would be an appropriate number and then whatever is offered as a bid for purchase would have to be weighed and delivered to the legislation so we can all understand what return we're going to get on our investment.
Bartelson – I'm concerned about the fact that whoever might buy the ICN has no idea going in the rules of the game as far as point value of the RFP. I'm not sure if we're doing everybody justice.
Lingren – That's not atypical for the RFP process. The reason RFP's are done this way is because the State wants everybody to respond on the same playing field so as not to give favor to one entity over the other. The points are established without having the RFP back, so the ITTC wouldn't have any idea of how anyone responded and that's the method the State uses to ensure it was done in the fairest way possible.

Statement of Preferences:
Dave Lingren - Agree
Gwen Nagel - Agree
Sergeant Tom Lampe – Agree
Mark Headlee- Agree
Art Spies - Agree
Andy Nielsen - Agree
Representative John Wittneben – Agree
Gretchen Bartelson – Agree

32) In the event of a sale, ICN services will no longer be restricted to authorized users as defined under Chapter 7 of the ITTC Administrative Rules. Following a sale, the ICN would become an open network.

Bartelson – I reckon this to mean ITTC wouldn't allow a lessee to open up the network because it would be unfair practice or competition?
Lingren – Yes, that could be said. If leased the State still owns the ICN and the argument would be that it's unfair for the State to compete with the private sector. But the real issue is that the Administrative rule under Chapter 7 does not allow the ICN, under State ownership, to provide services to those who aren't authorized users.

Spies – Perhaps the restrictions that FCC may have of the IRHTP network is covered under assumption 29, but even if the network was opened it would be subject to the FCC and other federal restrictions that are out there.
Lingren – Opening the network wouldn't diminish the fact that part of the bandwidth would not be available for them to use to expand services.
Nagel – Would that apply to Education as well? Again, I'm worrying about that five year. If I'm a business person who purchased the ICN Education is going to be the last thing on my list if I can expand my services.
Lingren – The ICN's usage of its full capacity is very low. What we're talking about is they would have the capacity beyond what we're using today available to do things and I really don't see much impact on the users because of that.

Statement of Preferences:
Dave Lingren – Agree
Gwen Nagel – Disagree
Sergeant Tom Lampe – Disagree
Mark Headlee – No Opinion
Art Spies – Agree but with restrictions to the federal government programs
Andy Nielsen – No Opinion
Representative John Wittneben – No Opinion
Gretchen Bartelson – Agree but with restrictions to the federal government programs

33) In the event the ICN is leased, current law requires that ICN services will remain restricted to authorized users as defined under Chapter 7 of the ITTC Administrative Rules.

Summary: Chapter 7 of the ITTC Administrative Rules is just a further clarification of what's stated in the law of 8D that lists authorized users and restricts the use of the network.

Statement of Preferences:
Dave Lingren - Agree
Gwen Nagel - Agree
Sergeant Tom Lampe – Agree
Mark Headlee – Agree
Art Spies – Agree
Andy Nielsen – Agree
Representative John Wittneben – Agree
Gretchen Bartelson – Agree

34) A buyer of the ICN must have and maintain common carrier status, in good standing, as defined by the Telecommunications Act of 1996 and be qualified to provide services through E-Rate funding under the Universal Service Fund.

Nagel – Public school districts, private schools and libraries all rely heavily on E-Rate discounts they're entitled to through USF.
Spies – Rural hospitals can also take advantage of these funds.
Nagel – To receive these funds a provider is required to be a common carrier which is not a real burden on someone who'd want to apply.

Lingren – It is a process. There are tests within the FCC rule that define what a common carrier is, so it can't just be anybody that says they want to be in the telecommunication industry. They can do that but they have to go through the tests and there are many variables. The ICN remains an independent executive branch agency because the minute we fall under the executive branch we'd fail to meet the requirements as a private network. It took the ICN years to get FCC common carrier status. All the existing carriers today are common carriers in Iowa. Anybody that's operating a network today, such as Century Link, INS, etc are common carrier status entities.
Lunemann – would it be fair to say that the FCC is significant to healthcare and education?
Lingren – Yes, at it the end of the day USF provides several million dollars in revenues to the ICN that then allows us to discount the rates back to the users, to education. It doesn't come directly to the ICN but funds go to the Department of Education and they make application through the 470 process. As we receive 471's then they pay us and it's about $6 to $7 million for education per year.

Statement of Preferences:
Dave Lingren – Agree
Gwen Nagel – Agree
Sergeant Tom Lampe – Agree
Mark Headlee – Agree
Art Spies – Agree
Andy Nielsen – Agree
Representative John Wittneben – Agree
Gretchen Bartelson – Agree

35) The ICN, as a State of Iowa agency, pays no property or income tax as a part of the operation of the network. It is assumed that a buyer of the network would pay both property and income taxes as defined in municipal, county, state, or federal code. A lessee would not be responsible for property taxes as the State of Iowa would maintain ownership. The lessee would, however, be responsible for all appropriate income taxes from revenues earned.

Lingren – During a previous RIT meeting, Century Link discussed that the ITTC should identify in the RFP that the tax exempt status the State has does not carry through for anyone who would purchase or lease the ICN. If the ICN was leased there would be no property tax issues because the State would still own those assets but the lessee would have to pay taxes on any revenue that's received.
Lunemann – Is there any estimate of what those taxes might be based on the current conditions of the ICN?
Lingren – I'm not sure about the property tax because a lot of ICN's equipment is in a colocation, so it's not on property owned by the ICN. ICN does have several hubs where we terminate some of the equipment and those are clearly owned by the State and would then be eligible for property taxes if bought. As for the sales tax, ICN's revenues are about $32 million a year but about $10 million of that revenue is not from anything the ICN sold. The local exchange telephone company bills the ICN and we in turn bill the schools the same amount, so it's not really sales revenue for the ICN. ICN is serving as the single billing agent for the school so they don't have multiple bills coming in. ICN's net is around $24 million a year which is really the operating revenue and would be subject to sales tax.
Schulz – If somebody leases the network and gets resale services off of that is that subject to sales tax?
Lingren – Yes it is.

Statement of Preference:
Dave Lingren – Agree

Meghan Gavin – No Opinion
Art Spies – Agree, with the addition of adding a statement about sales tax
Gwen Nagel – Agree, with the addition of adding a statement about sales tax
Andy Nielsen – Agree
Representative John Wittneben – Agree, with the addition of adding a statement about sales tax
Todd Schultz – Agree
Sergeant Tom Lampe – Agree
Representative Walt Rogers – Agree
Mark Headlee – Agree
Gretchen Bartelson – Agree

36) In the event of a sale or lease of the network, costs for Internet services to PK-12 will be protected for a minimum of five years with a proposal by bidder regarding how they will protect end users after that initial period.

Schultz – What's the definition of long term?
Nagel – The definition initially was for five years. The Department of Education would expect to see gradual increases but we would not expect to see any more funding issues for the school districts. The schools would like some protection that ensures increases would be gradual and not an enormous change for us.
Lingren – The companies who've expressed interest in buying the ICN sees value in the fact that we're a nonprofit organization and our margins are basically non-existent. They see it as an opportunity to come in and create a margin structure. Part of that is they believe they would be able to increase the prices because of the opportunity for margin. I want to point out that the Internet services is still part of the USF process, so if whoever would buy or lease the ICN wishes to maintain the status of providing those services to the schools and libraries they're going to have the win the 470 process and be awarded a 471. If they raise their prices unreasonably they stand a chance of not winning.
Nagel – We know that the ICN either has currently or has a plan to provide school districts with bandwidth that they would require. In some cases there are schools in the State that if not for the ICN there would be no option for that bandwidth. There's either not the interest or ability to provide it.
Lingren – A lot of the schools K-12 buy their own internet from the ICN and eventually is moved to an AEA where it's aggregated. The ICN then provides the transport for the Internet and those are the locations where currently we have the only bandwidth build out in those facilities to handle the amount that's required. .
Nagel – Schools also have the added use of video downloading at the school district level and when you're taking a long distance course, to make that interactive and engaging it takes greater bandwidth.
Bartelson – The Community Colleges are concerned with the change in direction of the services being offered and how we're going to negotiate this new environment. The schools would like cost protection because we're not money making entities, but we also need to know where we stand and what's going on because if we need to build new infrastructure, relationships or new networks that's going to take time. In the meantime schools are using the ICN's backbone to deliver education daily, so when you change the direction of an agency we've depended on for 20 years it causes questions and concern.
Nagel – I know that for the AEA's traditionally they've been a big player in providing staff development opportunities to teachers to keep their licensure. This is done often in conjunction with the State or private universities and they've always done that in many cases face to face or via the ICN. They're also moving to doing that online. So more and more of their teacher training for staff development will be delivered either via the Internet or the ICN, which in the case of the Internet is going to take more bandwidth.

Lunemann – The Internet is a product of the ICN and the legislation directs that a lower than long term cost be provided to existing users, so the discussion on this is how long is long term. Previous discussions suggested five years. On other things that the school systems buy that involve long term commitment how do they index price increases there?
Nagel – Generally through the AEA they work to lower their rates with group buys. But it's different when you're talking about buying a textbook at a lower price, but if you're talking about a lower rate for services; unless you can define the services very well as far as reliability and the ability to actually serve us, it's a little more complicated.
Lunemann – Typically the industry will protect pricing in the form of a contract or terms and they protect pricing on longer terms
Nagel – The schools don't expect to see that the rate we pay today be the same rate we pay in 15 years but we do expect that our rate increases at a lower percentage so there'd be that gradual move. The school budgets and what they get from the state is not increasing in huge numbers.
Rogers – Do we need to be more specific with this assumption or are we going to just leave it the way it's written?
Lunemann – From the standpoint of a buyer they'd want something fairly specific, it could be whatever people would want it to be but something more.
Nagel – Possibly Dave Lingren could come up with some sort of chart of what the percentage of increase has been over the years for Education.
Lingren – The ITTC could do that but part of entering into that is it wouldn't be fair to whoever would buy or lease the network. Six years ago our rate was $270 per megabit because of the way ICN purchased the Internet. ICN did it on our own; the facilities cost a lot of money, which was reflected in our rate. Since then our rates on average are about $10 to $12 per megabit. The reason for that is ICN has partnered with the BOR and we've taken all of our volume and we're buying it at a much lower rate than we did six years ago and that's reflected in our rates. We wouldn't want to count that first year because that would really distort the number. We could count the years from when ICN partnered with the BOR and do a trend on that because that'd be more reflective of what's happened.
Rogers – If left to the market what do you think would be a fair cost?
Lingren – If you lock it in at the rate of today for five years and the language said that's the maximum that may be okay. The Internet rate has become a commodity and is continually dropping, so Education would want the opportunity to enjoy those decreases in rate. If the language didn't say they're locked in at that rate but that's the ceiling and gave the provider an opportunity to adjust accordingly to the market I think that'd be the appropriate way to do it. Some language we could say is a "minimum of five years protection of the rate with a proposal by the bidder on how they're going to protect education users after that initial period".

Statement of Preference:
Dave Lingren – Disagree, due to the language in favor of some modification of the language to be specific
Meghan Gavin – No Opinion
Art Spies – Disagree, due to the language in favor of some modification of the language to be specific
Gwen Nagel – Disagree, due to the language in favor of some modification of the language to be specific
Andy Nielsen – No Opinion
Representative John Wittneben Disagree, due to the language in favor of some modification of the language to be specific
Todd Schultz – Disagree, due to the language in favor of some modification of the language to be specific

Sergeant Tom Lampe – Disagree, due to the language in favor of some modification of the language to be specific
Representative Walt Rogers – Disagree, due to the language in favor of some modification of the language to be specific
Mark Headlee – Disagree, due to the language in favor of some modification of the language to be specific
Gretchen Bartelson – Disagree, due to the language in favor of some modification of the language to be specific

37) If the United States Department of Defense requires that the ICN hub be moved from the Joint Forces Headquarters (JFHQ) facility, the expense of this relocation is to be incurred by the buyer/lessee.

Lingren – The hub can't be moved at a small cost. This assumption is to ensure the State's protected and that they should not be responsible for having to move the hub if required but the purchaser or lessee's responsibility.
Spies – If we're leasing the network then the State still owns the assets of the ICN and in essence owns the equipment. Do we still need the word "lessee" in the assumption? Are there instances where you might have a lease situation where ownership may eventually transfer over?
Lingren – I can't guess what the DOD might do about having a different group of contracted employees in their facilities. Government allows subcontractors in all the time, they have to go through some very expensive background checks to get in certain facilities, but normally in those cases that's because they're allowing a subcontractor in the facilities to do some work for them. Although the National Guard is served by ICN's network the function of the hub being on their facility is not solely for the function of the National Guard, so they may or may not say that the company leasing may have access to the facilities.

Statement of Preference:
Dave Lingren – Agree
Meghan Gavin – No opinion
Art Spies – Agree
Gwen Nagel – Agree
Andy Nielsen – Agree
Representative John Wittneben – Agree
Todd Schultz – Agree
Sergeant Tom Lampe – Agree
Representative Walt Rogers – Agree
Mark Headlee – Agree
Gretchen Bartelson – Agree

38) The ICN currently utilizes and has access to non-tangible assets like the State of Iowa, Department of Administrative Services' I3 billing and procurement system. It is assumed that if the operation of the ICN is by a non-State of Iowa entity and they are not allowed to utilize and access these systems, the replication of the functions these systems provide will be at the buyer/lessee's expense.

Summary: I/3 is a system used amongst the State Government. The ITTC does not know if the state would allow a non-State entity to have access to the I/3 system. The State is moving towards paperless

billing, so a lot of what happens between the ICN and the State agencies happens through the I/3 billing system. This assumption is saying that if for some reason someone who'd buy or lease the network does not have access to the I/3 system they're responsible for the expense of creating something that would provide the same functionality to the state government.

Statement of Preference:
Dave Lingren – Agree
Meghan Gavin – No Opinion
Art Spies – Agree
Gwen Nagel – Agree
Andy Nielsen – Agree
Representative John Wittneben – Agree
Todd Schultz – Agree
Sergeant Tom Lampe – Agree
Representative Walt Rogers – Agree
Mark Headlee – Agree
Gretchen Bartelson – Agree

39) Any buyer/lessee of the ICN must be approved by the National Telecommunications and Information Administration to assume the responsibilities related to the ARRA BTOP grant.

Lingren – For the BTOP grant the NTIA is saying that whoever buys or leases the ICN must agree to the terms the ICN has agreed to. Also, the NTIA must approve whoever is buying or leasing the network because of the ownership issues of the equipment, IRU's and dark fiber leases that the federal government will have investments in.
Gavin – The BTOP grant states that the Federal Government has a security interest in all properties the ICN has purchased to complete the grant. That's to prevent any grantee from taking the money, buying the equipment as authorized and then selling it. If the rules of the grant are not followed all property will revert back to the Federal Government because they have an ownership interest.
Nielsen – Are there any other past grants, contributions or anything else the ICN was a beneficiary of with the same type of considerations?
Lingren – The federal government has invested quite a bit of money throughout the history of the ICN and the ITTC will have to research the grants to see if they still have claims on some of those.
Nagel – We've had about $43 million of federal money coming in to the State of Iowa to assist in providing equipment and fiber.
Lingren – Is that the STARS grant?
Nagel – Yes. I think that has all ended but certainly I think the Federal Government might require it least 10 years where you can't do anything with the assets.
Lingren – Is it 20 years that the NTIA has claim on the ICN equipment?
Cassis – It depends on the asset but for the BTOP grant it is 5 years on the equipment.
Gavin – It depends on the type of asset. Some have a fixed time and some are based on the useful life of the equipment of purchase. Some things like computers and copiers have a fixed time that they're good so the Federal Government doesn't want them back after that time. It will be a complex process to determine each of the types of equipment that was purchased, when it was purchased and who still has an interest in that.
Rogers – Is there any scenario where the NTIA may not approve a buyer or lessee?

Lingren – The BTOP grant is really strict if you just mess up once they can end the grant and request that money back. Millions of dollars was invested in this grant and they want to make sure the project doesn't just languish out there forever.
Smith – NTIA is aware of the sale/lease process going on and they've expressed an interest in the process

Statement of Preference:
Dave Lingren – Agree
Meghan Gavin – No Opinion
Art Spies – Agree
Gwen Nagel – Agree
Andy Nielsen – Agree with addition to cover all other like agreements
Representative John Wittneben – Agree
Todd Schultz – Agree
Sergeant Tom Lampe – Agree
Representative Walt Rogers –Agree
Mark Headlee – Agree
Gretchen Bartelson – Agree

40) Currently, the Department of Education receives $2.72 million in annual appropriation from the legislature to assist in the reduction of the cost for K-12 schools to purchase services delivered across Part III facilities from local telephone companies. The ICN manages the delivery of these services and provides "pass through" billing on behalf of the schools. It is assumed that the legislature would continue this appropriation in order to allow the buyer/lessee to meet the requirement of providing services at a lower cost than the ICN does today without raising the amount the individual schools would have to pay.

Nagel – There's probably more that should be in this assumption. That $2.7million does two things. Parts I and II are owned by the state so there's no additional cost but for Part III it was determined that it was important to be able to include multiple providers, so the reason for the $2.7 million is twofold; one it closes that equity gap so that school districts that were a Part III circuit don't have to pay when others don't who were in Parts I and II, and two is the $2.7million is used as a match for our federal e-rate money otherwise that money is taken away. The e-rate money comes into the state every year so it does quite a bit of good for Education.
Lingren – The $2.7 million appropriation from legislature is not for the operation of the ICN but for the buying of services and helping the schools buy those services at a lower rate.
Nagel – Another thing that $2.7 million does is provide, through the Department of Education, assistance to all the school districts to help them write their e-rate application, which are extremely difficult. The Department of Education takes on that responsibility as being the advisor and helping with the filing of those applications.
Rogers – Can you explain what e-rate is?
Nagel – To receive a discounted rate the State of Iowa must apply to the FCC every year to get that rate and the Department of Education has to match what we think the FCC will give us back. In our case that's $2.7 million. Libraries are also included in that although they file their own application. That gives the schools a discounted rate for Internet and video services.
Schultz – Has the $2.7 million changed over the years?
Nagel – It can.

Lingren – That's been the number the past couple of years but it depends on the number of schools, libraries, number of users, rates, etc. The point is, if that appropriation is not made the schools and libraries will lose that money which help pay the bills and the e-rate matching amount. That would place a requirement on a buyer or lessee of the network to provide lower rates for services and without that money they're stuck because they'd still have to provide that rate to the schools and they'd have no availability to get the discounting or matching money.
Nagel – It would be an equity issue if those school districts were out of service because they can't afford the rate without the discount prices.
Wittneben – I like the fact that this assumption points out this information and clarifies this issue but as far as assuming what the legislation will or will not do we cannot state that.

Statement of Preference:
Dave Lingren – Disagree
Meghan Gavin – No Opinion
Art Spies – Disagree
Gwen Nagel – Disagree
Andy Nielsen – No Opinion
Representative John Wittneben – Disagree
Todd Schultz – Disagree
Sergeant Tom Lampe – Disagree
Representative Walt Rogers – Disagree
Mark Headlee – No Opinion
Gretchen Bartelson – No Opinion

41) In regards to Interoperability and the Statewide Interoperability Board, the ICN network (a critical piece of Interoperability) must be available to the Iowa Statewide Interoperability Communications System Board. The private, secure, and dedicated bandwidth of the ICN must remain in order for the network to provide primary and backup connectivity for the Statewide Interoperability as needed and determined by the Board.

Lampe – The board is responsible for creating inoperability in Iowa for broadband and voice. To formulate inoperability and to make the state interoperable with law enforcement it's going to take more sites. The Department of Public Safety wants to make sure the fiber remains attractive to creating those sites.
Lingren – This is similar to rural health where we're starting off with a dedicated 10 gigabits. I think what you do is try to find a set dedicated bandwidth with the understanding that there could be a demand to increase it if there's an emergency situation.

Statement of Preference:
Dave Lingren – Agree
Meghan Gavin – No Opinion
Art Spies – Agree
Gwen Nagel – Agree
Andy Nielsen – No Opinion
Representative John Wittneben – Agree with some definition of what that bandwidth would be
Todd Schultz – No Opinion, I would need to do some more research on that
Sergeant Tom Lampe – Agree
Representative Walt Rogers – Agree with some definition of what that bandwidth would be

Mark Headlee –Agree
Gretchen Bartelson – No Opinion

APPENDIX F: ICN Product and Services Price List

Exhibit A	Per Call Costs	Per Minute Intrastate - All hours	Per Minute Interstate - All hours	Monthly PICC
Long Distance				
Dedicated Connection		0.0350	0.0350	NA
Switched Connection		0.0350	0.0350	2.15
International Calling		See International Rates		
Toll Free				
Dedicated Connection		0.0400	0.0400	
Switched Connection		0.0400	0.0400	
ICN Calling Card				
Calls within U.S.	0.25	0.12	0.12	
International Calls	2.50	See International Rates		
Capitol Complex System Calling Card				
Calls within ROLM Switch		0.13		
Operator Services - *Per Call (area code+555-1212)*	1.00	0.0725	0.0725	
Directory Assistance *- Pass Through (411)*	1.95	0.0725	0.0725	
Inmate Calling Services[1]	0.12	0.12	0.12	Local $2 flat fee 15 minute.[2]

1 International LD charged $1.25 setup, per minute is international rate + 12 cents.

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2 Charged by DOC.

Exhibit B	Description	Per Minute Cost - All hours
Reservationless Conference		
Continental U.S.	Per minute per caller.	0.08
Alaska, Canada, Hawaii, Puerto Rico	Per minute per caller.	0.30
Operator Assisted Conference	Per minute per caller.	0.25
Optional Conference Features	Varies	See addendum.
Universal Service Fund (USF)	Charges to Customer - Voice / Data	Subject to quarterly changes.

Exhibit C1			Cost
Direct Dialing of Directory Assistance Calls to ICN	$2.50 for each call the customer elects to have dialed. Covers ICN's researching and generating invoices.		$2.50
Non-ICN Voice Bridging	Calls conferenced by an outside vendor require special invoicing. The ICN must track the calls to the correct department and direct bill the conference calls. The $10 covers administrative costs.		$10.00
Collect Calls	State departments frequently accept collect calls. The $0.50 covers administrative costs.		$0.50
Non-I3/IFAS Transfer Payment	When departments do not pay by I3/IFAS past 60 days, a 1% interest is charged.		1.00%
Voice/Data Cable Service Expedite Request (ICN Only)	1-7 Lines		$100.00
	8-25 Lines		$175.00
	Over 25 Lines		$250.00
Data Line Expedite		Premium wiring	$100.00
Data Service Expedite Request (ICN Only)*	7 Days	Frame Relay or dedicated outside normal installation guidelines.	$150.00
Data Service Expedite Request (ICN Only)*	10 Days	Ethernet outside normal installation guidelines.	$175.00

*Additional LEC expedite fees may apply.

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Exhibit C2	Analog	Digital	Line Appearance(s)	Phone/Line Description	Monthly
Entry Telephone Optipoint 500		x	8	Includes phone line, 15 min. voice mail, caller ID, maintenance, loudspeaker.	$21.50
Basic Telephone Optipoint 500		x	12	Includes phone line, 15 min. voice mail, caller ID, maintenance, loudspeaker, USB.	$26.85
Standard Telephone Optipoint 500		x	12	Incl. phone line, 15 min. voice mail, caller ID, maintenance, handsfree talking, USB.	$31.85
Advance Telephone Optipoint 500		x	19	Incl. phone line, 15 min. voice m., caller ID, maintenance, handsfree talking, USB, backlit.	$42.50
Basic Service	x		none	Fax or modem line. Analog or digital phone line. DID or Non-DID.	$15.50
Basic Service with analog set	x		none	Basic analog phone. DID or Non-DID.	$26.85
Basic Service with Optipoint 410 Economy IP**		x		2 line alphanumeric display. 12 function keys. (Current customers only.)	$24.00
Basic Service with Optipoint 410 Standard IP**		x		Multi-line IP enabled speaker phone with digital display. Ideal for ACD.	$31.00
Basic Service with Optipoint 410 Advance IP**		x	19	4 line IP enabled speaker phone with backlit digital display, USB master port.	$31.85
Basic Service with Polycom Soundstation	x			Conferencing unit with phone line.	$31.85
Basic Service with SpectraLink 410 cordless		x		Durable design, high voice quality, IP capable, audio and vibrating ringer.	$39.99
Basic Service with Optiset E Basic		x	1 - 4	One-way speaker (on-hook dialing), easy add-on bay, ISDN compatible.	$21.50
Basic Service with Optiset E Standard		x	1 - 12	Two-way speaker, digital display.	$31.85
Basic Service with Optiset E Advance		x	1 - 12	Basic plus digital display, opt. 29 lines w/ key module, 2 add-on bays + sidecar.	$34.00
Basic Service with Optiset E Advance Plus		x	1 - 12	Standard model plus optional 29 lines with key module, 2 add-on bays plus sidecar.	$38.10
Basic Service with Model 120 phone		x	1	RJ11C 6 wire jack.	$26.85
Basic Service with Model 240 phone		x	1 - 11	Speaker - RJ11C 6 wire jack.	$36.85
Basic Service with Model 240B phone		x	1 - 11	Speaker - RJ11C 6 wire jack.	$36.85
Basic Service with Model 240E phone		x	1 - 11	Speaker, digital display - RJ11C 6 wire jack.	$39.35
Basic Service with Model 400 phone		x	1 - 29	Speaker - RJ11C 6 wire jack.	$41.85
Basic Service with Model 612 phone		x	1	Modem access enabled - RJ11C 6 wire jack.	$41.85
Basic Service with Model 612SL phone		x	9	Speaker, LCD.	$41.85
Basic Service with Model 612SLD phone		x	9	612 features plus data communication option.	$41.85
Basic Service with Model 624 phone		x	1 - 11	LCD display. Modem access enabled; optional recording feature - RJ11C 6 wire jack.	$44.35
Basic Service with Model 624SL phone		x	1 - 29	LCD display; modem access enabled - RJ11C 6 wire jack.	$47.35
Basic Service with elevator phone	x			Elevator phones for the Capitol Complex, DAS-GSE only.	$7.75
Basic Service with OpenStage 40T		x	6	LCD tiltable, 6 line backlit, 6 programmable keys, optical call alert, HD audio	$29.38

Note: Optiset and Optipoint phone units are available only where switches with upgraded software can support them. **Limited availability.

Exhibit D1	Description	Monthly Per Line		One Time
Voice Mail - Standard	Per ten minute increments.	$3.00		
Voice Mail - Plus *(includes call processing voice forms, uninterruptible greeting option, password security enhancements)*		$25.00		$35.00
Voice Mail - Plus *message expiration enhancement*		$1.00		
Voice Mail - Plus *message waiting indications for multiple extensions per mailbox*		$1.00		
Automatic Call Distribution (ACD), Supervisor	Phone required and must be included separately.	$30.00		
Automatic Call Distribution (ACD), Non-Supervising	Phone required and must be included separately.	$25.00		
Call Processing	Charge is per tier.	$10.00		
Idle Phone Line	Used to hold or reserve a number during idle periods.	$5.40		
Stand-by Ready Line*	Dial tone provided without hook-ups (desktop unit).	$12.00		
Qwestdex Directory Listing	Coordination of state government Qwestdex blue pages listings.	$6.00	$25.00	set up per agency
*For Emergency Management Division (EMD).				_rate sheet FY 2013s.xls

Exhibit D2	Description	Per Hour	Monthly Per Port	Install Per Port
Interactive Voice Response (IVR)	The Monthly and One Time charge are per DS0 port.		$52.00	$50.00
On-site Technician Services (Polk County)*	Minimum charge of $54 for first hr. + 15 min. increments @ $13.50.	$54.00		
On-site Technician Services (Non-Polk County)*	Minimum charge $60.50 per hour + actual trip charge (pass through	$60.50	plus trip charge	
On-site Technician Services Overtime (Polk Co.)	Overtime is regular time plus half time.	$81.00		
On-site Technician Services Overtime (Non-Polk Co.)	Overtime is regular time plus half time.	$90.75	plus trip charge	
McLeod Labor Rate/ICN Employee Labor Rate		$69.00		
Network Technician Labor Rate		$69.00		
ICN Engineer Rate		ICB		
McLeod / Network Technician Overtime Labor Rate	Overtime is regular time plus half time.	$103.50		
Wiring**	Minimum charge of $54 for first hr. + 15 min. increments @ $13.50.	$54.00		
Wiring Beyond the DMARC (on complex)	Can provide customized wiring based on the customer's needs.			
Electrical Services		$50.00		
**Installs, upgrades, downgrades, moves, deletes, etc. Materials are not included.				

Exhibit E1	LEC Circuit	Circuit Install	Total One Time Costs	Monthly Per Channel Termination	Monthly PVC	Monthly Link Charge	Monthly BCN/SSR Rter Port	Total Monthly Costs	Intra LATA per Mile	Inter LATA per Mile
ATM										
56k/DSO Capitol Campus Only		350.00	350.00		50.00			50.00		
T1 Capitol Campus Only		600.00	600.00		150.00			150.00		
DS3 Capitol Campus Only		1,500.00	1,500.00		1,200.00			1,200.00		
10 Megabit Ethernet (legacy only)		1,500.00	1,500.00		1,000.00			1,000.00		
100 Megabit Ethernet, VBR* (legacy only)		1,500.00	1,500.00		2,000.00			2,000.00		
100 Megabit Ethernet, CBR** (legacy only)		1,500.00	1,500.00		4,000.00			4,000.00		
100 Megabit Ethernet for IPERS (legacy only)		2,000.00	2,000.00		2,300.00			2,300.00		
ATM OC-3/OC-12, DS3 and PVCs										
OC-3/OC-12 UBR (Unspecified Bit Rate)		5,000.00	5,000.00		3,570.00			3,570.00		
OC-3/OC-12 VBR (Variable Bit Rate)		5,000.00	5,000.00		4,570.00			4,570.00		
OC-3/OC-12 CBR (Constant Bit Rate)		5,000.00	5,000.00		6,670.00			6,670.00		
DS3 VBR (Variable Bit Rate)		1,500.00	1,500.00		1,525.00			1,525.00		
DS3 CBR (Constant Bit Rate)		1,500.00	1,500.00		2,032.00			2,032.00		
2nd PVC for OC-3/OC-12		2,000.00	2,000.00	PVC 2-5	2,550.00			2,550.00		
DS3 PVC for OC-3/OC-12/DS3		1,500.00	1,500.00	PVC 2-5	1,000.00			1,000.00		
T1 PVC		40.00	40.00	PVC 2-14	28.50			28.50		
56k/DS0 PVC		40.00	40.00		32.50			32.50		
Dedicated Circuits										
DSO	may apply	350.00	350.00	46.13				92.26	1.70	2.00
T1	may apply	600.00	600.00	134.00				268.00	11.18	13.15
T1 Capitol Campus Only							164.00	164.00		
DS3	may apply	1,500.00	1,500.00	1,005.00				2,010.00	35.00	40.50
DS3 Community College Intranet Link***	NA	1,500.00	1,500.00			1,000.00		1,000.00	35.00	40.50
					LEC					
LEC Central Office Digital Access Surcharge					Campus	Surcharge				
Non-muxed DS3	will apply	NA	may apply		Extension	500.00		500.00		
56k	will apply	NA	may apply		25.00	25.00		50.00		
DS1	will apply	NA	may apply			50.00		50.00		
DS1 LEC Circuit Extension****	will apply	600.00	600.00		45.00	50.00		95.00		
Service for Lucas Building, Central Office Kirkwood CC, Central Office Iowa Western CC										
ICN Studio to Transmitter Link (STL)										
From ICN POP to ICN POP		600.00	600.00			350.00		350.00	NA	NA
Wireless										
Additional carriers/vendors may be involved. Scope is ICB.			ICB					ICB	ICB	ICB
Dedicated DSO, T1, DS3 circuits require two channel terms. A $45 per link charge may apply for wireless service.									_rate sheet FY 2013s.xls	
*Variable Bit Rate. **Constant Bit Rate. ***Available only for community colleges with existing ICN DS3 network installed (no new network buildout).										
****Only applies if passing through ICN facilities. Not applicable if connected to Rolm switch.										

UBR: Unspecified Bit Rate. Provides no rate guarantee to the user. Subscription rate 200%+.

VBR: Variable Bit Rate. Bandwidth requirements change periodically, according to needs. Subscription rate 150%.

CBR: Constant Bit Rate. Unchanging bandwidth for the duration of the call. Subscription rate 100%.

Exhibit E2 Ethernet

NonContract			
Install $500 plus $40 per circuit.			
Mbps	Point to Point*	Aggregat-ing**	Internet Transport**
0.056			
1	$60	$30	$26
1.5	$91	$46	$38
2	$121	$60	$52
3	$181	$91	$77
4	$242	$121	$103
5	$302	$151	$128
6	$363	$181	$155
7	$423	$212	$180
8	$484	$242	$206
9	$544	$272	$231
10	$605	$302	$257
15	$706	$353	$318
20	$806	$403	$363
25	$907	$454	$409
30	$1,008	$504	$454
35	$1,109	$554	$499
40	$1,210	$605	$544
50	$1,344	$672	$605
60	$1,546	$773	$696
70	$1,747	$874	$786
85	$2,016	$1,008	$907
100	$2,218	$1,109	$998
140	$2,681	$1,344	$1,210
160	$2,903	$1,452	
200	$3,226	$1,613	
225	$3,367	$1,680	
250	$3,508	$1,747	
300	$3,649	$1,814	
350	$3,790	$1,882	
400	$3,931	$1,949	
450	$4,072	$2,016	
500	$4,213	$2,083	
550	$4,355	$2,150	
600	$4,496	$2,218	
700	$4,778	$2,352	
800	$5,060	$2,486	
900	$5,342	$2,621	
1000	$5,625	$2,755	
1500	$8,438	$4,133	
2000	$11,250	$5,510	
2500	$14,063	$6,888	
3000	$16,875	$8,265	
4000	$22,500	$11,020	
5000	$28,125	$13,775	
6000	$33,750	$16,530	
7000	$39,375	$19,285	

36 Mo Contract****				
Install $500 plus $40 per circuit.				
Mbps	Point to Point*	Aggregat-ing**	Internet Transport**	Premium Internet***
0.056	$30	$15	$36	$138
1	$30	$17	$26	$86
1.5	$45	$24	$38	$130
2	$60	$32	$52	$173
3	$91	$49	$77	$206
4	$121	$65	$103	$240
5	$151	$81	$128	$274
6	$181	$97	$155	$308
7	$212	$114	$180	$341
8	$242	$130	$206	$374
9	$272	$146	$231	$408
10	$302	$162	$257	$442
15	$423	$227	$318	$576
20	$544	$292	$363	$710
25	$646	$346	$409	$892
30	$748	$401	$454	$1,073
35	$805	$431	$499	$1,211
40	$863	$462	$544	$1,348
50	$980	$525	$605	$1,625
60	$1,099	$589	$696	$1,900
70	$1,220	$654	$786	$2,177
85	$1,331	$713	$907	$2,452
100	$1,404	$752	$998	$2,717
140	$1,700	$911	$1,210	$3,534
160	$1,922	$1,030		$4,086
200	$2,328	$1,248		$5,299
225	$2,439	$1,307		$5,696
250	$2,705	$1,449		$6,747
300	$2,949	$1,580		$7,790
350	$3,193	$1,711		$8,828
400	$3,393	$1,818		$9,861
450	$3,548	$1,901		$10,873
500	$3,703	$1,984		$12,127
550	$3,859	$2,067		$13,381
600	$4,014	$2,151		$14,586
700	$4,246	$2,274		$15,898
800	$4,466	$2,393		$17,329
900	$4,676	$2,505		$18,889
1000	$4,873	$2,611		$20,589
1500		$3,916		$30,884
2000		$5,221		$41,178
2500		$6,527		$51,473
3000		$7,832		$61,767
4000		$10,443		$82,356
5000		$13,054		$102,945
6000		$15,664		$123,534
7000		$18,275		$144,123

*Point to point requires two port charges of $201.84 x 2 = $403.68.

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*Point to point installation applies to each end.

**Aggregating and Internet Transport require a port charge of $201.84.

***Premium Internet is bundled (transport, Internet and port), and does NOT require port charge. Requires ICN Ethernet service.

No $500 install for uptick from NonContracted to Contracted for existing customer.

Initial install for brand new customers is $500 plus $40 programming charge. Subsequent changes are $40 each.

Simultaneous installation of Ethernet Port and ATM port is $500 install total. Separate installations are $500 each.

****Rates are good for the duration of the contract, even if noncontracted port charges change.

Digital access surcharge ($25, $50, or $500) may apply if circuit traverses Qwest optical carrier.

Exhibit E3

	LEC Circuit	Install	Total One Time		Per Channel Term		Total Monthly
ILEC Circuit Pricing - AT&T Circuits							
For independent telco and Iowa Telecom areas. No installation for 56k or T1. A 12 month minimum signed contract for dedicated circuit is required.							
56k less than or equal to 50 miles	may apply	NA	may apply		varies		varies
56k greater than 50 miles	may apply	NA	may apply		varies		varies
T1 less than or equal to 50 miles	may apply	NA	may apply		varies		varies
T1 greater than 50 miles	may apply	NA	may apply		varies		varies

	Circuit Install	Install per PVC per end	LEC charges	Port[1]	Monthly Per Meg[1]	Digital Access Surcharge	Total Monthly
Ethernet over TDM	500.00	40.00	Standard LEC fees apply	201.84** 96.00***	43.20	may apply*	varies

Initial install is $500 plus $40/PVC/end programming charge. Subsequent changes are $40 each. _rate sheet FY 2013s.xls
Simultaneous installation of Ethernet Port and ATM port will incur only one installation of $500. Separate installations will incur $500 each.
*Digital access surcharge ($25, $50, or $500) may apply if circuit traverses Qwest optical carrier. **Port charge at aggregation end may apply. ***Off network port fee.

	Install	Monthly ATM[1]	Monthly Per Meg[1]
Ethernet/ATM Circuits - AEAs	$500.00	$384.00	$43.20

*Fiber**	Install	Monthly
ICN Fiber (Maintenance)	ICB	ICB
Non-ICN Fiber (Lease)	ICB	ICB

*Fiber related monthly charges will be termed as fiber maintenance if the fiber is ICN fiber and assigned an ICN circuit number. Fiber related monthly charges for fiber that ICN leases from a vendor will be termed as fiber lease and assigned a circuit ID by the vendor. Charges for both will be variable based on location, vendor, etc.

Exhibit E4

	Circuit Install	Enet Port Fee (1st Route)[1]	Port (2nd Route)[1]	Monthly Per Meg[1]	Internet Subscription[1]	Total Monthly Costs
Switched Ethernet over DWDM	500.00	236.16*		57.60		varies
Switched Redundant Ethernet over DWDM w/ Subscription Service	500.00	236.16*	236.16*	86.40**	See Internet	varies
Secure Redundant Ethernet*	500.00	236.16*	236.16*	115.20***	See Internet	varies

*Includes ports at both ends. **Includes bandwidth for primary plus secondary route. ***Plus firewall services.
****Secure (Via Firewall) Switched Redundant Ethernet over DWDM w/ Subscription Service (additional charge). JFHQ to Capitol Complex only.

Exhibit F

	Circuit Install	Circuit Monthly	Usage	LEC Tail Circuits	Analog Port Monthly	Digital Port Monthly
Primary Rate ISDN Circuit	600.00	167.50	Toll charges apply.	If needed, LEC costs vary.		
Bridge Charges					5.00	10.00

IRHTP Bandwidth	Band 1 Mo.	Band 2 Mo.	Band 3 Mo.	Band 4 Mo.	Band 5 Mo.
Installation $500					
30Mb	$350	$500	$600	$700	$800
60Mb	$425	$575	$675	$775	$875
100Mb	$500	$650	$750	$850	$950
200Mb	$625	$775	$875	$975	$1,075
500Mb	$1,350	$1,500	$1,600	$1,700	$1,800
1Gig	$2,100	$2,250	$2,350	$2,450	$2,550

Rates are based on fiber and network elements owned and maintained by IRHTP.

ICN/IRHTP Interconnect		
Bandwidth	NRC	MRC
10Mb	$500	$400
20Mb	$500	$450
30Mb	$500	$500
60Mb	$500	$575
100Mb	$500	$650
200Mb	$500	$775
1Gig	$500	$2,100

For healthcare sites connected to ICN via fiber, with an Interconnect to IRHTP for transport.

Exhibit E5

LEC Individual Case Basis (ICB) Circuit

11/26/2012

Service	NRC	MRC	Notes
Ethernet LEC	$50 plus LEC charge	$50 plus LEC charge	Costs are per circuit. ICN and costs on other end may apply.
Private Line LEC	$50 plus LEC charge	$50 plus LEC charge	Costs are per circuit. ICN and costs on other end may apply.

LEC ICB service differs from standard services by not connecting to an established contracted interconnect. An ICB circuit is one that either connects to ICN via a cross connect locally in the outstate area, or does not touch ICN's network. Final price is rounded to the dollar. Additional costs such as buildout, expedite, or ICN costs on the other end may apply.
An ICB circuit must have prior approval from the Business Services Administrator before order is placed.

BTOP IRU Sites Only

Name of Service Offering	Distance Band or Point to Point	Minimum Peak Load	NRC	MRC	Other Notes or Limitations
Ethernet Symmetrical	Point to Point	10 Mbps	none	$360 per end	ICN provides finished data services for community anchor institutions on a statewide basis
Ethernet Symmetrical	Point to Point	20 Mbps	none	$500 per end	Rates applied uniformly to all service areas and customers
Ethernet Symmetrical	Point to Point	50 Mbps	none	$750 per end	"
Ethernet Symmetrical	Point to Point	100 Mbps	none	$900 per end	"
Ethernet Symmetrical	Point to Point	1 Gbps	none	$2100 per end	"
Premium Internet Symmetrical	Point to Point	10 Mbps	none	$920	"
Premium Internet Symmetrical	Point to Point	20 Mbps	none	$1,480	"
Premium Internet Symmetrical	Point to Point	50 Mbps	none	$3,385	"
Premium Internet Symmetrical	Point to Point	100 Mbps	none	$5,661	"

BTOP eligible sites are listed in iSite with a "Site Type" as "BTOP-ICN." Standard ICN rates apply to all other sites such as Part I, Part II, National Guard, etc.
Standard NRC of $500 plus $40 per circuit for Ethernet circuits ordered after the BTOP project is over 6/30/13.

Exhibit G Frame Relay Install	Dedicated circuit(s) install	ICN FRAL install unit	ICN PVC install unit	Qwest FRAL install unit	Qwest PVC install unit	Qwest PVC install add. same time	Qwest PVC install add. later time	Total One Time Cost (this PVC unit)
56k Connection to Internet	NA	NA	20.00	NA	NA	NA	NA	$20.00
56k w ICN FRAL on Net	NA	350.00	20.00	NA	NA	NA	NA	$370.00
56k w dedicated Qwest circuit on Net	variable[1]	350.00	20.00	NA	NA	NA	NA	$370 + variable[1]
56k w dedicated ILEC circuit on Net	variable[1]	350.00	20.00	NA	NA	NA	NA	$370 + variable[1]
56k w Qwest FRAL off Net	NA	NA	NA	450.00	50.00	20.00	125.00	$500.00
56k w Qwest FRAL off Net to ICN cloud	NA	NA	20.00	450.00	50.00	20.00	125.00	$520.00
56k w dedicated ILEC circuit off Net	variable[1]	NA	NA	NA	50.00	20.00	125.00	$50 + variable[1]
56k w dedicated ILEC circuit off Net to ICN cloud	variable[1]	NA	20.00	NA	50.00	20.00	125.00	$70 + variable[1]
T1 Connection to Internet	NA	NA	20.00	NA	NA	NA	NA	$20.00
T1 w ICN FRAL on Net	NA	500.00	20.00	NA	NA	NA	NA	$520.00
T1 w dedicated Qwest circuit on Net	variable[1]	500.00	20.00	NA	NA	NA	NA	$520 + variable[1]
T1 w dedicated ILEC circuit on Net	variable[1]	500.00	20.00	NA	NA	NA	NA	$520 + variable[1]
T1 w Qwest FRAL off Net	NA	NA	NA	450.00	50.00	20.00	125.00	$500.00
T1 w Qwest FRAL off Net to ICN cloud	NA	NA	20.00	450.00	50.00	20.00	125.00	$520.00
T1 w dedicated ILEC circuit off Net	variable[1]	NA	NA	NA	50.00	20.00	125.00	$50 + variable[1]
T1 w dedicated ILEC circuit off Net to ICN cloud	variable[1]	NA	20.00	NA	50.00	20.00	125.00	$70 + variable[1]
DS3 Frame Relay†	NA	1,550.00	NA	NA	NA	NA	NA	$1,550.00

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Exhibit G Frame Relay Monthly	Ded. circuit	ICN PVC unit	ICN Port	Qwest per month*				Total Monthly Cost (this PVC unit)
56k Connection to Internet	NA	32.50	NA	NA				$32.50
56k w ICN FRAL on Net	NA	32.50	50.00	NA				$82.50
56k w dedicated Qwest circuit on Net	variable	32.50	50.00	NA				$82.5 + variable
56k w dedicated ILEC circuit on Net	variable	32.50	50.00	NA				$82.5 + variable
56k w Qwest FRAL off Net	NA	NA	NA	111.53				$111.53
56k w Qwest FRAL off Net to ICN cloud	NA	32.50	NA	111.53				$144.03
56k w dedicated ILEC circuit off Net	variable	NA	NA	39.28				$39.28 + variable
56k w dedicated ILEC circuit off Net to ICN cloud	variable	32.50	NA	39.28				$71.78 + variable
T1 Connection to Internet	NA	100.00	NA	NA				$100.00
T1 w ICN FRAL on Net	NA	100.00	164.00	NA				$264.00
T1 w dedicated Qwest circuit on Net	variable	100.00	164.00	NA				$264 + variable
T1 w dedicated ILEC circuit on Net	variable	100.00	164.00	NA				$264 + variable
T1 w Qwest FRAL off Net	NA	NA	NA	366.50				$366.50
T1 w Qwest FRAL off Net to ICN cloud	NA	100.00	NA	366.50				$466.50
T1 w dedicated ILEC circuit off Net	variable	NA	NA	240.00				$240 + variable
T1 w dedicated ILEC circuit off Net to ICN cloud	variable	100.00	NA	240.00				$340 + variable
DS3 Frame Relay†	NA	2,800.00	NA	NA				$2,800.00

Exhibit G Frame Relay PVCs	ICN PVC aggr. 2-14	ICN PVC aggr. 15-24	ICN PVC aggr. 25+	ICN PVC aggr. Off net	US W PVC aggr. 2-5	US W PVC aggr. 6-14	US W PVC aggr. 15-24	US W PVC aggr. 25+
T1 Connection to Internet	28.50	5.00	0.25	100.00	NA	NA	NA	NA
T1 w ICN FRAL on Net	28.50	5.00	0.25	100.00	NA	NA	NA	NA
T1 w dedicated Qwest circuit on Net	28.50	5.00	0.25	100.00	37.00	19.00	5.00	0.25
T1 w dedicated ILEC circuit on Net	28.50	5.00	0.25	100.00	37.00	19.00	5.00	0.25
T1 w Qwest FRAL off Net	NA	NA	NA	NA	37.00	19.00	5.00	0.25
T1 w Qwest FRAL off Net to ICN cloud	28.50	5.00	0.25	100.00	37.00	19.00	5.00	0.25
T1 w dedicated ILEC circuit off Net	NA	NA	NA	NA	37.00	19.00	5.00	0.25
T1 w dedicated ILEC circuit off Net to ICN cloud	28.50	5.00	0.25	100.00	37.00	19.00	5.00	0.25
DS3 Frame Relay†	1,000.00	NA	NA	NA	NA	NA	NA	NA

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Exhibit G Frame Relay PVCs	ICN PVC unit - Limted Usage aggreg. ONLY**
T1 Connection to Internet	75.00
T1 w ICN FRAL on Net	75.00
T1 w dedicated Qwest circuit on Net	75.00
T1 w dedicated ILEC circuit on Net	75.00
T1 w Qwest FRAL off Net	NA
T1 w Qwest FRAL off Net to ICN cloud	75.00
T1 w dedicated ILEC circuit off Net	NA
T1 w dedicated ILEC circuit off Net to ICN cloud	75.00
DS3 Frame Relay†	NA

A Frame Relay Circuit must consist of two PVC units. At least two units above must be combined to get one end to end Frame Relay circuit. However, this does NOT apply to DS3. See following note on DS3.

1 A Frame Relay circuit may require a dedicated circuit(s), which could come from ICN, Qwest or ILEC. Costs vary acc. to carrier. Mileage charges apply when circuits involve different vendors.

†For DS3, only one FRAL is required for pricing. The $2,800 monthly pricing displayed here represents 2 PVC units. The 2nd PVC on the same FRAL is $1,000.

*Cost is reduced for yearly, 3 year or 5 year contract.

**This only applies to limited usage circuits aggregated from ICN frame relay cloud to the Customer Access Routers (CARS). This rate replaces the ICN PVC unit cost, reducing a T1 price to $75.

Internet

Not for use outside ICN

NonContract*

Bandwidth	Monthly	Bandwidth	Monthly
56 kbps	$28.00	50 Mbps	$4,289.00
1 Mbps	$90.00	51 Mbps	$4,370.00
1.5 Mbps	$135.00	52 Mbps	$4,452.00
2 Mbps	$180.00	53 Mbps	$4,533.00
3 Mbps	$269.00	54 Mbps	$4,614.00
4 Mbps	$359.00	55 Mbps	$4,694.00
5 Mbps	$448.00	56 Mbps	$4,775.00
6 Mbps	$537.00	57 Mbps	$4,855.00
7 Mbps	$626.00	58 Mbps	$4,936.00
8 Mbps	$714.00	59 Mbps	$5,016.00
9 Mbps	$803.00	60 Mbps	$5,096.00
10 Mbps	$891.00	61 Mbps	$5,175.00
11 Mbps	$979.00	62 Mbps	$5,255.00
12 Mbps	$1,067.00	63 Mbps	$5,334.00
13 Mbps	$1,155.00	64 Mbps	$5,414.00
14 Mbps	$1,242.00	65 Mbps	$5,493.00
15 Mbps	$1,330.00	66 Mbps	$5,572.00
16 Mbps	$1,417.00	67 Mbps	$5,650.00
17 Mbps	$1,504.00	68 Mbps	$5,729.00
18 Mbps	$1,591.00	69 Mbps	$5,807.00
19 Mbps	$1,678.00	70 Mbps	$5,886.00
20 Mbps	$1,764.00	71 Mbps	$5,964.00
21 Mbps	$1,851.00	72 Mbps	$6,042.00
22 Mbps	$1,937.00	73 Mbps	$6,119.00
23 Mbps	$2,023.00	74 Mbps	$6,197.00
24 Mbps	$2,109.00	75 Mbps	$6,275.00
25 Mbps	$2,194.00	76 Mbps	$6,352.00
26 Mbps	$2,280.00	77 Mbps	$6,429.00
27 Mbps	$2,365.00	78 Mbps	$6,506.00
28 Mbps	$2,450.00	79 Mbps	$6,583.00
29 Mbps	$2,535.00	80 Mbps	$6,659.00
30 Mbps	$2,620.00	81 Mbps	$6,736.00
31 Mbps	$2,705.00	82 Mbps	$6,812.00
32 Mbps	$2,789.00	83 Mbps	$6,889.00
33 Mbps	$2,874.00	84 Mbps	$6,965.00
34 Mbps	$2,958.00	85 Mbps	$7,040.00
35 Mbps	$3,042.00	86 Mbps	$7,116.00
36 Mbps	$3,125.00	87 Mbps	$7,192.00
37 Mbps	$3,209.00	88 Mbps	$7,267.00
38 Mbps	$3,292.00	89 Mbps	$7,342.00
39 Mbps	$3,376.00	90 Mbps	$7,417.00
40 Mbps	$3,459.00	91 Mbps	$7,492.00
41 Mbps	$3,542.00	92 Mbps	$7,567.00
42 Mbps	$3,624.00	93 Mbps	$7,642.00
43 Mbps	$3,707.00	94 Mbps	$7,716.00
44 Mbps	$3,789.00	95 Mbps	$7,790.00
45 Mbps	$3,872.00	96 Mbps	$7,864.00
46 Mbps	$3,954.00	97 Mbps	$7,938.00
47 Mbps	$4,036.00	98 Mbps	$8,012.00
48 Mbps	$4,117.00	99 Mbps	$8,086.00
49 Mbps	$4,199.00	100 Mbps	$8,159.00

For higher bandwidth, price is megabit times $80.

3 Year Contract**

Bandwidth	Monthly
56 kbps	$20.00
1 Mbps	$36.00
1.5 Mbps	$53.00
2 Mbps	$69.00
3 Mbps	$102.00
4 Mbps	$133.00
5 Mbps	$163.00
6 Mbps	$191.00
7 Mbps	$219.00
8 Mbps	$245.00
9 Mbps	$270.00
10 Mbps	$294.00
15 Mbps	$432.00
20 Mbps	$565.00
25 Mbps	$692.00
30 Mbps	$814.00
35 Mbps	$931.00
40 Mbps	$1,042.00
50 Mbps	$1,277.00
60 Mbps	$1,501.00
70 Mbps	$1,717.00
85 Mbps	$2,043.00
100 Mbps	$2,355.00
140 Mbps	$3,232.00
160 Mbps	$3,619.00
200 Mbps	$4,434.00
225 Mbps	$4,888.00
250 Mbps	$5,323.00
300 Mbps	$6,259.00
350 Mbps	$7,156.00
400 Mbps	$8,015.00
450 Mbps	$8,837.00
500 Mbps	$9,000.00
550 Mbps	$9,702.00
600 Mbps	$9,900.00
700 Mbps	$10,500.00
800 Mbps	$11,200.00
900 Mbps	$11,700.00
1000 Mbps	$12,740.00

IRHTP Internet

BW	Pooled	Direct
2	$53.00	$70
3	$80.00	$105
4	$106.00	$140
5	$133.00	$175
10	$274.00	$320
15	$407.00	$480
20	$554.00	$640
25	$751.00	$800
30	$948.00	$960
35	$1,106.00	$1,120
40	$1,264.00	$1,280
50	$1,579.00	$1,600
60	$1,896.00	$1,920

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*Available to all authorized users.
**Three Year Contract rates available with ICN transport or Ethernet LEC services with 3 year signed contract.
Temporary T1 Internet service 30 days or less at Hotel Fort Des Moines - $1,500 one time charge.
When traffic levels exceed the agreed upon CIR, packets will be discarded.
Users must monitor their average levels and adjust their CIR accordingly.
Internet services can be upgraded to a higher CIR for a nominal $40 programming charge.
100+ Megabit Internet service is available where there is ATM or Ethernet service.

Exhibit I

Not for use outside ICN

	NRC	Monthly Per User/Subscription
Routing Management Service	465.00	220.00
Routing Management Service* (Encrypted) - IA Dept of Revenue	465.00	220.00
*Charged by the subscription. If more than one agency is on a router, each agency must pay a subscription charge.		
Router - Judicial ICIS	465.00	450.00
Router - Corrections	500.00	500.00
Primary Domain Name Service (DNS)	$65 per hour	8.33
Secondary Domain Name Service (DNS)	$65 per hour	2.75
Primary or Secondary Domain Name Service (DNS) change	$65 per hour	
News Service	NA	8.33

H.320 ISDN Circuit	NRC	Monthly
Primary Rate ISDN Circuit (PRI)	$600.00	$167.50

A Video PRI is charged one monthly and one install, and ISDN usage charges. A Voice PRI is charged two monthlys and one install, and voice usage charges.

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H.320 ISDN Usage	NRC	Per Minute On Net	Per Minute Local	Per Minute Long Dist. Dial In	Per Minute Long Dist. Dial Out	Per Minute Toll Free #
Point to Point (2 Sites)*	NA	$0.05	$0.05	$0.05	$0.25	$0.05
Multi-point (Each Site)**	$5 each site	$0.05	$0.05	$0.05	$0.25	$0.05
Audio Add-on	$5 each site	$0.05	$0.05	$0.05	$0.25	$0.05

*For Point to Point sessions, only one site is charged for usage. NO conference fee for point to point sessions.

**Multipoint conferences go through the MCU. All sites charged a usage fee according to connection type.

**Continuous Presence and Transcoding (for different bandwidth sites) included in conference fee.

MPEG-H.323/320 Gateway Service	NRC	Per Hour Per Site
MPEG-H.323/320 Gateway Service	NA	$75.00

The MPEG-H.323 Gateway service rate is per hour/per site based.

Gateway service does not include H.323 and H.320 video conferencing service fees.

H.323 Conferencing

Customer Device	NRC	12 Mo MRC	24 Mo MRC	36 Mo MRC
H.323 Video Codec Endpoint	$50.00	$69.49	$66.71	$63.93
H.323 Multipoint Control Unit *	TBD **	TBD **	TBD **	TBD **

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*ICN H.323 Conferencing Service is in development, capable of providing scheduling and control of customer MCU.

**Pricing is TBD; contact ICN for information on this option.

Exhibit J

Not for use outside ICN

Full-Motion Video - DS3 and/or TW 300*	*Code*				*Per Hr/Site*	*Classroom Equipment*
E-Rate Supported K-12, Public Library	002				15.80	Costs vary acc. to set up. IPTV Responsible.
Non E-Rate Supported K-12, Public Library	011				7.60	Costs vary acc. to set up. IPTV Responsible.
Post Secondary Community College	008				9.63	Costs vary acc. to set up. Vendor Responsible.
Post Secondary Regents/Private University	003				9.63	Costs vary acc. to set up. Vendor Responsible.
Other Training Use	004-005				13.77	Costs vary acc. to set up. Vendor Responsible.
Administrative Use	001				25.11	Costs vary acc. to set up. Vendor Responsible.
Federal and Telemedicine Use	006-007-009				60.16	Costs vary acc. to set up. Vendor Responsible.

*USF Eligibility: All public and private K-12 schools, and libraries, are eligible for Universal Service Fund discounts. A state-level consortium minimizes filing requirements for individual schools.
*Room use fee may apply depending on the owner of the facility. Maximum room use fee is $12.50 per hour per site. **Does not include purchase or lease of non-eligible (USF) cart items estimated to cost $2,500.

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IP Video Service, Optional Equipment Lease	*Flat Monthly*	*Tiered 1-15 Hrs Monthly*	*Tiered 16-40 Hrs Monthly*	*E-Rate Monthly*	*IP Hourly Video*	*Descriptions*
IP Video Standard Def	$166	$83	$116	NA	$42	Select service type: flat, tiered, hourly, E-rate.
IP Video High Def 720p	$284	$142	$198	NA	$71	Select service type: flat, tiered, hourly, E-rate.
IP Video High Def 1080p	$518	$259	$363	NA	$130	Select service type: flat, tiered, hourly, E-rate.
IP Video Standard Def + VVC Bundle	$207	$124	$157	$42	$46	Select service type: flat, tiered, hourly, E-rate.
IP Video High Def 720p + VVC Bundle	$341	$200	$256	$70	$77	Select service type: flat, tiered, hourly, E-rate.
IP Video High Def 1080p + VVC Bundle	$618	$358	$462	$127	$139	Select service type: flat, tiered, hourly, E-rate.
IP Video Standard Def + VVC Bundle + Codec	$326	$243	$276	$161	Note 3	Bundled with HDX 6000 720p codec
IP Video High Def 720p + VVC Bundle + Codec	$549	$408	$464	$278	Note 3	Bundled with HDX 7000 720p codec
IP Video High Def 1080p + VVC Bundle + Codec	$826	$566	$670	$335	Note 3	Bundled with HDX 7000 720p codec
Optional Lease HDX 9000 1080p Codec Only Monthly	$529	$529	$529	$529	$529	Multiple Input/Outputs - Integrator Series
Optional Lease HDX 9000 720p Codec Only Monthly	$497	$497	$497	$497	$497	Multiple Input/Outputs - Integrator Series
Optional Lease HDX 8000 1080p System Monthly	$389	$389	$389	Note 2	$389	EagleEye Camera, HDX mic array, P+C, PPCIP, PoC
Optional Lease HDX 8000 720p System Monthly	$342	$342	$342	Note 2	$342	EagleEye Camera, HDX mic array, P+C, PPCIP, PoC
Optional Lease HDX 7000 1080p System Monthly	$295	$295	$295	Note 2	$295	EagleEye Camera, HDX mic array, P+C, PPCIP, PoC
Optional Lease HDX 7000 720p System Monthly	$243	$243	$243	Note 2	$243	EagleEye Camera, HDX mic array, P+C, PPCIP
Optional Lease HDX 7000 720p Codec Only Monthly	$208	$208	$208	$208	$208	Codec, P+C, PPCIP
Optional Lease HDX 6000 1080p System Monthly	$154	$154	$154	Note 2	$154	EagleEye Cam & 3m cable, HDX mic & 25' cable
Optional Lease HDX 6000 720p System Monthly	$138	$138	$138	Note 2	$138	EagleEye View, internal mics & 3m cable
Optional Lease HDX 6000 720p Codec Only Monthly	$119	$119	$119	$119	$119	Codec only
Optional Lease Executive Desktop HDX 4002 System Mo	$207	$207	$207	Note 2	$207	HD Codec, P+C, PoC, Display
Optional Lease Executive Desktop HDX 4001 System Mo	$174	$174	$174	Note 2	$174	SD Codec, P+C, PoC, Display
Optional Lease HDX Polycom Touch Control Panel Mo	$41	$41	$41	Note 2	$41	For HDX series codecs
Optional Lease EagleEye Director + Two Cameras Mo	$395	$395	$395	Note 2	$395	Automatically locates active speaker.
Optional VOSS access circuit (VAC) Monthly	Waiting ITTC	Waiting ITTC	Waiting ITTC	Waiting ITTC	Waiting ITTC	Awaiting commission approval. Install $250.
IP Desktop Video (CMAD) Monthly On-Net	Waiting ITTC	Waiting ITTC	Waiting ITTC	Waiting ITTC	Waiting ITTC	Install $24.99. Off-Net add $5
Optional IP Video Streaming and Recording Monthly	TBD	TBD	TBD	TBD	TBD	

Note: Optional monthly lease includes 3 yrs maintenance. Abbreviations: Mo=monthly, PPCIP=People Plus Content IP, P+C=People+Content, PoC=People on Content.
Note 2: Optional system lease packages are not E-rate eligible, but can still be purchased at flat monthly lease rates. However, codec leases are E-rate eligible.
Note 3: IP hourly video customers can lease codecs and system packages at monthly optional lease rates. The IP video service is billed hourly, while the optional lease package is billed monthly.

oice Conference Standard Audio Services

Not for use outside ICN

Code	Description	Per Minute
R8	Reservationless-Plus Continental U.S. Toll-Free (Aka ResPlus or ResPro) Always available without reservation or an Operator. Gives Leader control over conference via touch-tone telephone and/or web interface. Maximum 25 Participants or Monthly Port Subscription charges apply.	$0.04
R	Reservationless-Plus Continental U.S. Toll	$0.04
8	Operator Assisted Continental U.S. Toll-Free Reservation-based service with the personal assistance of an operator and support personnel who manage high-touch features.	$0.25
L	Operator Assisted Continental U.S. Toll	$0.25
D8	Direct Event Continental U.S. Toll-Free: Provides streamlined conference entry allowing participants to join in an automated manner while continuing to offer conference leaders the high touch experience provided by an operator.	$0.30
D	Direct Event Continental U.S. Toll	$0.30
P8	Premium or Event Services Continental U.S. Toll-Free: Operator Assisted calls that have 25 or more attendees or one or more of the following Enhanced Services: Polling, Q & A, and/or Communication Lines.	$0.30
P	Premium or Event Services Continental U.S. Toll	$0.30
IO	International Outbound - per minute plus country surcharge (see rate chart)	$0.68 + surcharge
I	Standard International Dial Out - if country not listed on rate chart	$0.84
ITL	Local International Access - per minute per line	$0.14

Charges apply to conferences hosted in the Contiguous U.S. _rate sheet FY 2013s.xls

Offer services from the rate sheet whenever possible. However, unlisted items that are not actively promoted may be available on a case by case basis for emergencies.

If an unlisted item does not require ICN involvement, the charge is pass through billing. If the item DOES require ICN involvement, the charge is a 10 percent markup.

Accounts set up after 8/20/09 will have maximum 25 participants, not the previous 125 max.

eservationless Plus Enhanced Features (Not available on all Call Types)

Code	Description	Rate
P9	Post Conference Email - Participant list/connection times, Post Conference Email. Cost is per month, per owner.	$0
WF	Archived Extension - Extension of recording after allotted 30 days. Cost is daily min fee after 30 days.	$10 daily
SF	Presentation Storage Fee - Upload/storage of a presentation to site. Cost is per presentation.	$10
WD	Phone Playback - Listen to Reservationless-Plus recording over the phone. Cost is per minute, per participant.	$0.08 per min.
WA	Streamed Playback - Listen to Reservationless-Plus recording over the web. Cost per minute, per participant.	$0.08 per min.
VG	Custom Greeting - Customized greeting prompt	$75
VH	Custom Greeting Setup Charge - Customized greeting prompt	$550
UM	*Unified Meeting: Audio, web, & video service. Enhanced features requires download. Replaces Live w/ Slide. Cost is per minute.*	*TBA*
UMAH	*Unified Meeting Archive: recorded session hosted 90 days*	*TBA*
UMAHR	*Unified Meeting Archive Renewal: recorded session hosted after 90 days. Zip file.*	*TBA*
UMZIP	*Unified Meeting Audio Broadcast. Cost is per minute.*	*TBA*

Reservationless-Plus recordings are charged at the Reservationless-Plus rate. _rate sheet FY 2013s.xls

ptional Services (Not available on all Call Types)

Code	Description	Rate
CV100	Live Meeting - Web conferencing that integrates audio, app sharing, web touring, slides. Cost is per min per connection.	$0.176

IP Video - PerfectMeetings PMV and AVI

Not for use outside ICN

Managed Video (PMV)	Rate Type	Term	Rate
Desktop Bridging	Recurring	12 Months	$ 10.00
Desktop Bridging Off-net	Recurring	12 Months	$ 15.00
323 Endpoint Bridging	Recurring	12 Months	$ 59.00
323 Endpoint Bridging Off-net	Recurring	12 Months	$ 75.00
Remote Codec Management*	Recurring	12 Months	$ 39.00
Guests Desktop	Per Minute	na	$ 0.19
Guests Phone (Audio Only)	Per Minute	na	$ 0.10
Guests IP / ISDN	Per Minute	na	$ 0.65

Managed Video (PMV)	Rate Type	Term	Rate
Scheduled/Assisted Conferences	One Time	na	$ 50.00
Desktop Certification	One Time	na	$ 35.00
Endpoint Certification**	One Time	na	$ 75.00
Desktop/Notebook Kit 1***	One Time	na	$ 139.00
Notebook Travel Kit 2***	One Time	na	$ 169.00
Executive Kit 3***	One Time	na	$ 279.00

_rate sheet FY 2013s.xls

Customers with 10 to 19 subscriptions get 200 free minutes of guest usage monthly. Customers with 20+ get 400 free minutes. Off-net: non-ICN Internet.

*Remote Codec Management is an optional add-on to 323 Endpoint Bridging service. Next day spare support included for the following endpoint devices: Polycom VSX7800, VSX7400, VSX7000, VSX6000, VSX5000, VSX3000, V700, V500, VS4000, FX, (VS, EX, MP, 512), SP128, SP384, LifeSize Room and LifeSize Team. Tandberg 1000 MXP, 550 MXP, Centric 150 MXP. Remote Codec Management also available for endpoint not listed here - see PMV optional next day maintenance.

**Ready for use (RFU) fee waived (no installation) if Remote Codec Management is selected

***Desktop Kit: camera, headset/microphone (ground shipping included)

***Notebook Kit: camera, headset/microphone (ground shipping included)

***Executive Kit: camera, hands-free speaker/microphone (ground shipping included)

PMV - Optional Next Day Maintenance*	Rate Type	Term	Rate
Polycom VSX 9000 Series	Recurring	12 Months	$ 54.00
Polycom VSX 8800	Recurring	12 Months	$ 49.00
Polycom VSX 8400	Recurring	12 Months	$ 49.00
Tandberg 8000 MXP	Recurring	12 Months	$ 479.00
Tandberg 7000 MXP	Recurring	12 Months	$ 289.00
Tandberg 6000 MXP	Recurring	12 Months	$ 254.00
Tandberg Maestro	Recurring	12 Months	$ 184.00
Tandberg 3000 MXP	Recurring	12 Months	$ 164.00
Tandberg 2000 MXP	Recurring	12 Months	$ 119.00
Tandberg 1700 MXP	Recurring	12 Months	$ 54.00
Tandberg 1500 MXP	Recurring	12 Months	$ 54.00
Tandberg Edge 95	Recurring	12 Months	$ 74.00
Tandberg Edge 85	Recurring	12 Months	$ 74.00
Tandberg Edge 75	Recurring	12 Months	$ 74.00

PMV - Optional Next Day Maintenance*	Rate Type	Term	Rate
Tandberg 990 MXP	Recurring	12 Months	$ 54.00
Tandberg 880 MXP	Recurring	12 Months	$ 54.00
Tandberg 770 MXP	Recurring	12 Months	$ 54.00
Codec 6000 - Standard	Recurring	12 Months	$ 89.00
Codec 2500, including NPP & MS	Recurring	12 Months	$ 79.00
Codec 2500 - Standard	Recurring	12 Months	$ 79.00
Tandberg 500	Recurring	12 Months	$ 54.00
Tandberg 800, including NPP & MS	Recurring	12 Months	$ 54.00
Polycom MCU**	Recurring	custom	custom
Tandberg MCU**	Recurring	custom	custom
All others	Recurring	custom	custom

*In addition to 323 Endpoint Bridging service.

**Next Day Maintenance for MCU/Gateway devices require custom quote

AVI	Rate Type	Term	Rate
Audio Video Integration and Up	One Time	na	custom

Not for use outside ICN

PMV EventCast Rates

Not for use outside ICN

# of Streams	PMV Subscriber Rates: Basic Rate	PMV Subscriber Rates: Extended Rate	Non PMV Subscriber Rates: Basic Rate	Non PMV Subscriber Rates: Extended Rate
26 - 50	$ 30	$ 90	$ 60	$ 180
51 - 75	$ 60	$ 180	$ 120	$ 360
76 - 100	$ 90	$ 270	$ 180	$ 540
101 - 200	$ 120	$ 360	$ 240	$ 720
201 - 300	$ 240	$ 720	$ 480	$ 1,440
301 - 400	$ 360	$ 1,080	$ 720	$ 2,160
401 - 500	$ 480	$ 1,440	$ 960	$ 2,880
501 - 600	$ 600	$ 1,800	$ 1,200	$ 3,600
601 - 700	$ 720	$ 2,160	$ 1,440	$ 4,320
701 - 800	$ 840	$ 2,520	$ 1,680	$ 5,040
801 - 900	$ 960	$ 2,880	$ 1,920	$ 5,760
901 - 1000	$ 1,080	$ 3,240	$ 2,160	$ 6,480

_rate sheet FY 2013s.xls

Basic Rate is for events up to 3 hours in length
Extended Rate is for Events 3 to 6 hours in length

Streamed to Guest does not required a PMV subscription or a web camera, only a PC and speaker.

Includes ability to record the event:
PMV subscribers can record the session to their own accounts. Nonsubscribers can record the session to their temporarily issued accounts. Once the session is over, the recording must be downloaded to their own server.

PMV MultiPack Rates

MultiPacks provide several desktop/room/cart subscriptions in a more easily managed package. MultiPacks include all the funtionality of individual subscriptions with the simplicity of group-based fixed cost, and the ability to log in effortlessly into a session. Ideal for distance learning classes, and groups of office workers in different locations. Included DVD of recorded sessions at the end of the term.

MultiPack DL	# of ports*	Term** Rate
Small Group	12	$1,495
Standard	25	$1,995
Deluxe	25	$3,695

*# of ports available with subscription. Ports could mean IP rooms, desktops or other types of endpoint.
**Length of term is determined by customer, with a maximum of 4 months. Billed at the end of the term.

Not for use outside ICN

MPLS Lite, FlexPipe

Not for use outside ICN

Revision Date: 9/18/12

Asymmetrical Ethernet Service Options

Customer Premise Location	Service Type	Service Plan	Mbps (U/D)	Term Months	NRC	MRC	Other (describe)
Windstream Cities (see list)	Asymmetrical	MPLS-Lite	0.896/1.5	12	$200	**$189**	Notes 1, 2, 4, 6, 7, 8, 9 & 10
"	Asymmetrical	MPLS-Lite	0.896/1.5	36	$200	**$159**	Notes 1, 2, 4, 6, 7, 8, 9 & 10
"	Asymmetrical	MPLS-Lite +	0.896/7	12	$200	**$289**	Notes 1, 2, 4, 5, 6, 7, 8, 9 & 10
"	Asymmetrical	MPLS-Lite +	0.896/7	36	$200	**$259**	Notes 1, 2, 4, 5, 6, 7, 8, 9 & 10
Most Qwest Cities (see list)	Asymmetrical	MPLS-Lite Q	0.896/1.5	12	$200	**$189**	Notes 1, 3, 4, 6, 7, 8, 9 & 10
"	Asymmetrical	MPLS-Lite Q	0.896/1.5	36	$200	**$159**	Notes 1, 3, 4, 5, 6, 7, 8, 9 & 10
"	Asymmetrical	MPLS-Lite + Q	0.896/7	12	$200	**$289**	Notes 1, 3, 4, 5, 6, 7, 8, 9, 10, 11
"	Asymmetrical	MPLS-Lite + Q	0.896/7	36	$200	**$259**	Notes 1, 3, 4, 5, 6, 7, 8, 9, 10, 11
Most Qwest Cities (see list)	Asymmetrical	MPLS-Lite QN	0.896/1.5	12	$200	**$189**	Notes 1, 3, 4, 6, 7, 8, 9 & 10
"	Asymmetrical	MPLS-Lite QN	0.896/1.5	36	$200	**$159**	Notes 1, 3, 4, 5, 6, 7, 8, 9 & 10
"	Asymmetrical	MPLS-Lite + QN	0.896/7	12	$200	**$289**	Notes 1, 3, 4, 5, 6, 7, 8, 9, 10, 11
"	Asymmetrical	MPLS-Lite + QN	0.896/7	36	$200	**$259**	Notes 1, 3, 4, 5, 6, 7, 8, 9, 10, 11

Note 1: Service is delivered on existing line at customer premise. We will need a phone number to qualify service availability, unless ordering MPLS-Lite QN (no number) service.
The service will have no effect on the existing phone line. Qualifying lines are: 1FB, fax line, twisted copper pair without phone number or dial tone. Nonqualifying lines are:
VoIP line, line with security features, roll over line, pre-existing DSL line. Qualify availability with Windstream rep Stephanie Tullis (515) 558-8504 office, (515) 249-0516 mobile.
Note 2: Customer premise to be within 26,000 feet of DSLAM location; Qualify service availability with Windstream Service Representative
Note 3: Customer premise to be within 18,000 feet of DSLAM location; Qualify service availability with Windstream Service Representative
Note 4: If new building and/or customer location, customer will be required to have an existing local phone line to provision service. Windstream as a CLEC
can provide local phone line service in Qwest service areas. (Ia Tel Phone Line Options available, see Business Line section)
Note 5: Rates are listed as up to 7Mbps however downstream bandwidth may be less depending on distance and cable pairs; Qualify bandwidth with Windstream Sevice Representa
Note 6: End point handoff will be RJ45 Jack. Windstream recommends the use of an ADSL WAN interface in the customer router for the asymmetrical Ethernet handoff.
Note 7: Remote and host location router and DSL modem lease options are available (see Windstream Customer Premise Device Services section)
Note 8: If customer has multiple local phone lines, they should select a phone line that will not be disconnected.
Note 9: There will be no additional charges if existing phone line is ported to Windstream or ICN. Qwest will charge a $37.50 bandwidth fee unless the line is ported.
Note 10: Standard install time frame on MPLS Lite is 18 days providing facilities are available (additional install may apply if facilities are not available).
Note 11: The qualification process may determine the site only qualifies for a speed less than 7 Mbps download, ie 3 or 5 megabits.

_rate sheet FY 2013s.xls

Symmetrical Ethernet Service Options in Windstream Cities

Customer Premise Location	Service Type	Service Plan	Mbps (U/D)	Term Months	NRC	MRC	Other (describe)
Most Windstream Cities (see list)	Symmetrical	FlexPipe 1.5 Mb	1.5	12	$750	**$472**	Notes 11a, 12 & 13a
Select Windstream Cities (see list)	Symmetrical	FlexPipe 1.5 Mb	1.5	12	$1,522	**$812**	"
Most Windstream Cities (see list)	Symmetrical	FlexPipe 1.5 Mb	1.5	36	$400	**$487**	"
Select Windstream Cities (see list)	Symmetrical	FlexPipe 1.5 Mb	1.5	36	$400	**$807**	"
Most Windstream Cities (see list)	Symmetrical	FlexPipe 2Mb	2	12	$300	**$659**	"
"	Symmetrical	FlexPipe 2Mb	2	36	$150	**$529**	"
"	Symmetrical	FlexPipe 2Mb	2	60	$50	**$499**	"
"	Symmetrical	FlexPipe 3Mb	3	12	$750	**$604**	"
"	Symmetrical	FlexPipe 3Mb	3	36	$150	**$579**	"
"	Symmetrical	FlexPipe 5Mb	5	12	$150	**$781**	"
"	Symmetrical	FlexPipe 5Mb	5	36	$150	**$878**	"
"	Symmetrical	FlexPipe 10Mb	10	12	$150	**$1,356**	"
"	Symmetrical	FlexPipe 10Mb	10	36	$150	**$1,284**	"
"	Symmetrical	FlexPipe 15Mb	15	36	$150	**$1,549**	"
"	Symmetrical	FlexPipe 20Mb	20	36	$150	**$1,732**	"
"	Symmetrical	FlexPipe 25Mb	25	36	$150	**$2,205**	Notes 11b, 12 & 13b
"	Symmetrical	FlexPipe 30Mb	30	36	$150	**$2,484**	"
"	Symmetrical	FlexPipe 35Mb	35	36	$150	**$2,762**	"
"	Symmetrical	FlexPipe 40Mb	40	36	$150	**$3,041**	"
"	Symmetrical	FlexPipe 45Mb	45	36	$150	**$3,320**	"
"	Symmetrical	FlexPipe 50Mb	50	36	$150	**$3,599**	"
"	Symmetrical	FlexPipe 50Mb	50	60	$150	**$3,351**	"
"	Symmetrical	FlexPipe 100Mb	100	36	$150	**$4,023**	"
"	Symmetrical	FlexPipe 150Mb	150	36	$150	**$4,565**	"
"	Symmetrical	FlexPipe 200Mb	200	36	$150	**$5,436**	"
"	Symmetrical	FlexPipe 300Mb	300	36	$150	**$6,112**	"
"	Symmetrical	FlexPipe 400Mb	400	36	$150	**$6,984**	"
"	Symmetrical	FlexPipe 500Mb	500	36	$150	**$7,902**	"
"	Symmetrical	FlexPipe 600Mb	600	36	$150	**$8,520**	"
"	Symmetrical	FlexPipe 700Mb	700	36	$150	**$9,482**	"
"	Symmetrical	FlexPipe 800Mb	800	36	$150	**$10,431**	"
"	Symmetrical	FlexPipe 900Mb	900	36	$150	**$11,391**	"
"	Symmetrical	FlexPipe 1 Gig	1000	36	$150	**$12,351**	"

Note 11a: Contracted MRC includes volume discount of 10%. To simplify sales and billing, the customer rate remains the same regardless of the quantity ordered.
Note 11b: Fiber buildout for higher bandwidths is anticipated.
Note 12: Remote and Host Location Router Lease Options are Available (see Equipment Lease Section)
Note 13: Standard Install time frame for an Windstream flexpipe is 30 days (providing facilities are available, an additional install may apply).
Upon request, Windstream will provide pricing options for services up to 9 Mb in Windstream cities.
Note 13b: Qualification for higher bandwidths is recommended to verify availability of facilities, potential buildout, and turn around time.

Symmetrical Ethernet Service Options in Select Qwest Cities

Customer Premise Location	Service Type	Service Plan	Mbps (U/D)	Term Months	NRC	MRC	Other (describe)
Select Qwest Cities (see list)	Symmetrical	FlexPipe Q 5Mb	5	60	$650	**$1,168**	Notes 14 & 15
"	Symmetrical	FlexPipe Q 10Mb	10	60	$650	**$1,404**	"
"	Symmetrical	FlexPipe Q 20Mb	20	60	$650	**$1,702**	"
"	Symmetrical	FlexPipe Q 30Mb	30	60	$650	**$1,990**	"
"	Symmetrical	FlexPipe Q 40Mb	40	60	$650	**$2,216**	"
"	Symmetrical	FlexPipe Q 50Mb	50	60	$650	**$2,463**	"
"	Symmetrical	FlexPipe Q 60Mb	60	60	$650	**$2,688**	"
"	Symmetrical	FlexPipe Q 70Mb	70	60	$650	**$2,953**	"
"	Symmetrical	FlexPipe Q 80Mb	80	60	$650	**$3,155**	"
"	Symmetrical	FlexPipe Q 90Mb	90	60	$650	**$3,411**	"
"	Symmetrical	FlexPipe Q 100Mb	100	60	$650	**$3,668**	"
"	Symmetrical	FlexPipe Q 200Mb	200	60	$650	**$4,121**	"
"	Symmetrical	FlexPipe Q 300Mb	300	60	$650	**$5,443**	"
"	Symmetrical	FlexPipe Q 400Mb	400	60	$650	**$6,260**	"
"	Symmetrical	FlexPipe Q 500Mb	500	60	$650	**$7,274**	"
"	Symmetrical	FlexPipe Q 600Mb	600	60	$650	**$8,191**	"
"	Symmetrical	FlexPipe Q 700Mb	700	60	$650	**$9,347**	"
"	Symmetrical	FlexPipe Q 800Mb	800	60	$650	**$10,492**	"
"	Symmetrical	FlexPipe Q 900Mb	900	60	$650	**$11,647**	"
"	Symmetrical	FlexPipe Q 1 Gig	1000	60	$650	**$12,752**	"

FlexPipe Q is a non T-1 based service and is only availble in Qwest Cities where QMOE service is available, see Select Qwest Cities list.
Note 14: May require installation charges for 2" conduit into customer premise and fiber installation from customer premise to Qwest QMOE network.
Note 15: Standard Install time frame for a CenturyLink Flexpipe is 60 days (providing facilities are available, an additional install may apply). Site qualification recommended.

Windstream Equipment Rental

Equipment	NRC	MRC	Installation	Shipping/Handling
Host Router		$199.00	$150.00	
Remote (Edge) Router		$59.95	$150.00	
MPLS-Lite Modem (Rental)		$5.00	$0.00	$0.00
MPLS-Lite Modem (Purchase)	$149.95			$0.00

Description of the Equipment and Service

Host Router -	Juniper SRX240 (or equiv.) with 8x5xnbd (next business day) service. Windstream maintains router, troubleshoots, replaces and upgrades any O
Remote (Edge) Router -	Juniper SRX210 (or equiv.) with 8x5xnbd (next business day) service. Windstream maintains router, troubleshoots, replaces and upgrades any O
MPLS-Lite Modem -	Netopia 4 port ethernet switch. If this goes out we will replace 8x5xnbd (next business day).

For all Windstream Ethernet services:
Expedited services rate is Windstream's $500. ICN's rate of $175 also apples if ICN must also expedite service on our end.
Expedite services involving additional LECs will include that LEC's charges as well.
For up or down tick, the rate is $350 per occurrence.
Network terminating equipment is installed within 100 feet of the point of demarcation at the customer premise. It is the clients responsibility to ensure there is a path (ie. conduit, available pairs, raceway,etc) between the demarcation point and area in which the client would like the equipment installed. Up to 2 hours of installation time per site and 1 truck roll is included with the price. Anything beyond that will be billed at the time and material rate: Monday thru Friday 8AM to 5PM = $96.00 per hour (1 hour minimum and 15 minute increments there after). Weekends and Holidays - $195.00 per hour (1 hour minimum and 15 minute increments there after).

APPENDIX G: ICN Service Standards

SERVICE LEVEL AGREEMENT

An Agreement for Telecommunications Services

MEMORANDUM OF UNDERSTANDING

AGREEMENT FOR TELECOMMUNICATIONS SERVICES

This Agreement, as amended, is effective on _____, 20__, and is made between the (CUSTOMER) ((CUSTOMER)) and the IOWA TELECOMMUNICATIONS AND TECHNOLOGY COMMISSION (ITTC), operating the ICN (ICN).

In consideration of the mutual covenants contained in this Agreement, it is agreed as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 (CUSTOMER) is an agency of the State of Iowa and has the primary responsibilities of helping and empowering individuals and families to become increasingly self-sufficient and productive and of striving to improve the well being of the people of the State of Iowa. (CUSTOMER)'s central office address is

1.2 The ICN is an agency of the State of Iowa and is responsible for the development, management and operation of the fiber optic network owned and operated by the State of Iowa. The ICN is further responsible for ensuring compatibility with communications services available for authorized users of the network. The ICN is engaged in the business of providing telecommunications services. The delivery and local mailing address for the ICN is Grimes State Office Building, 400 E. Grand Ave., Des Moines, Iowa 50319.

SECTION 2. DEFINITIONS.

2.1 Acceptance (of an order) is defined as the date after which: (1) (CUSTOMER) places an order; (2) the ICN point of contact processes the request; (3) a pre-engineering review is complete; and (4) the ICN point of contact confirms the order and due date with (CUSTOMER). Note that each step is sequential. The order when placed by (CUSTOMER) does not constitute acceptance by the ICN. The ICN must through a pre-engineering review validate the availability of facilities that enable service delivery. Such validation may impact the due date if facilities are not available. Acceptance will not exceed 5 days from the date (CUSTOMER) places an order provided no changes are made by (CUSTOMER) during that period. (CUSTOMER) will track acceptance dates for review and discussion at quarterly administration meetings between the ICN and (CUSTOMER).

2.2 Acceptance (of a disconnect) is defined as the date after which: (1) (CUSTOMER) places a disconnect order; (2) the ICN point of contact processes the request; (3) a pre-engineering review is complete; and (4) the ICN point of contact confirms the order and disconnect date with (CUSTOMER). Note that each step is sequential. The order when placed by (CUSTOMER) does not constitute acceptance by the ICN. Acceptance will not exceed 5 days from the date

(CUSTOMER) places a disconnect order provided no changes are made by (CUSTOMER) during that period. ICN service disconnect dates will be a minimum of 5 days from the acceptance date. Local Exchange Company (LEC) or other carrier service disconnect dates will be a minimum of 10 days from the acceptance date. End billing dates for ICN services will be the actual disconnect date. End billing dates for LEC or other carrier services will be the actual end billing date set by the LEC or carrier. (CUSTOMER) will track acceptance dates for review and discussion at quarterly administration meetings between the ICN and (CUSTOMER). (CUSTOMER) shall be required upon service cancellation to pay any remaining termination liability the ICN may incur.

2.3 Order acknowledgment is defined as a written reply to (CUSTOMER) (fax or e-mail) acknowledging receipt of an RFS. This order acknowledgment shall be received by (CUSTOMER) within 48 hours (2 business days) of receipt of the RFS at the ICN and shall contain the ICN tracking number.

2.4 Switched Connections are defined as service additions that do not require a physical connection to an ICN point of presence. Examples include, but are not limited to: addition or carrier change of long distance service to an existing phone line; addition of a toll free phone number that does not require a dedicated switched access circuit; or the addition of a permanent virtual circuit within an existing physical circuit.

2.5 Direct Connections are defined as service additions that require a physical interface with an ICN point of presence. Examples include, but are not limited to: addition of a permanent virtual circuit that requires the addition of a physical circuit; addition of long distance voice services that require a connection from a client switch to an ICN switching device; or installation of circuits to enable full motion interactive video services.

2.6 Full Motion Interactive Video Services are defined as video switching services that enable video conferencing and distance education.

2.7 Toll Free Voice Services are defined as inbound calls terminating on a toll free phone number registered to (CUSTOMER).

2.8 Long Distance Voice Services are defined as outbound long distance phone calls originating on a phone number registered to (CUSTOMER).

2.9 Local Dialing Services are defined as station (i.e. phone) devices receiving local dial tone at a (CUSTOMER) employee's desk from an ICN owned IP or PBX switch.

2.10 Data Transmission Services are defined as physical and/or virtual circuits that connect (CUSTOMER) approved locations.

2.11 Calling Card Services are defined as calls originated using "zero plus" long distance dialing and an ICN issued calling card registered to (CUSTOMER).

2.12 Capitol Complex System Calling Card Services are defined as calls terminating on an ICN owned 800 toll free numbers specifying an authorization code registered to (CUSTOMER). These were formerly referred to as "701" cards and Toll Free Calling Cards.

2.13 Installation Services are defined as installation of Switched Connections or Direct Connections for a fixed fee. The ICN shall provide all appropriate technician services, equipment, and other resources required to install the requested service.

2.14 Internal Wiring Services are defined as wiring connections inside or between (CUSTOMER) premise(s) that provide for telecommunications wiring of data and/or telephone connections.

2.15 Internet Gateway Services are defined as use of the ICN's connection into the Internet. Such entrance into the Internet is achieved through connection to the ICN's Internet routers located at JFHQ Armory.

2.16 Router Subscription Services are defined, as the lease of an ICN owned routing device for use in local area networking and data connections.

2.17 Dialable Wide Band (Compressed Video) Services are defined as compressed video switching services that enable video conferencing on a T1 or less bandwidth platform.

2.18 Internal office moves are defined as those that occur within the same space occupied by the agency.

2.19 Major office moves are defined as those where an entire office moves to a new location.

SECTION 3. PURPOSE AND SERVICE TERM. The purpose of this Agreement is to accomplish the following results:

3.1 Outline collaborative understandings that encompass: (1) defined services provided by the ICN to (CUSTOMER); (2) delivery intervals for the installation, removal and/or modification of services provided by the ICN to (CUSTOMER); (3) points of contact for both parties; (4) trouble reporting and resolution; (5) notification procedures for the installation, removal and/or modification of (CUSTOMER) service that affects the ICN; (6) service invoicing; and (7) general terms and conditions of this Agreement.

3.2 The ICN shall provide telecommunications services outlined in the Service Addenda attached to this Agreement.

3.3 The services provided in this Agreement encompass all services provided by the ICN to (CUSTOMER). Additional services desired by (CUSTOMER) from the ICN shall be defined in a separate addendum to this Agreement, when the service is requested and rate negotiations are complete.

3.4 This Agreement shall commence on the effective date, as indicated above, and shall continue as determined by both parties. Review of the terms of this Agreement shall occur no later than three years after the effective date.

SECTION 4. SCOPE OF SERVICES.

4.1 The services and specifications for the services provided by the ICN pursuant to this Agreement are set forth on the Service Addenda attached hereto and made a part hereof by this reference.

4.2 Amendments to scope of service(s) and specifications. The parties agree that the Service Addenda, may be revised, replaced, amended or deleted during the term of this Agreement to reflect changes in services or performance standards by the written mutual consent of the parties.

4.3 Industry standards**.** In the absence of a detailed specification for the performance of any portion of this Agreement, the parties agree that the applicable specification shall be the generally accepted industry standard for design, workmanship and materials.

4.4 Applicability of the agreement to orders. The parties agree that the terms and conditions of this Agreement shall apply to all purchase orders, letter orders, or other ordering documents issued by (CUSTOMER), and the acceptance of such order by the ICN.

SECTION 5. COMPENSATION AND PAYMENT TERMS.

5.1 Payment terms. (CUSTOMER) shall remit payment to the ICN for services rendered in accordance with the Department of Revenue and Finance administrative rules and pre-audit procedures.

5.2 **C**redit for invoice errors. The ICN shall provide credits for any invoice charges made in error. (CUSTOMER) shall provide evidence of the disputed amount to the ICN, via written media, including electronic mail. The ICN shall review the dispute and calculate the proposed appropriate credit amount. The ICN shall then present the proposed calculated credit amount to (CUSTOMER) for review. The final credit resolution will be confirmed via written media, including electronic mail, within 6 business days of receipt. Credits for inappropriate charges will be applied to recurring invoice(s) for the following months.

5.3 (CUSTOMER) must dispute the amount of an ICN invoice by filing a rate dispute in accordance with the ITTC's administrative rules within 90 days of the date of the ICN invoice. The ICN will not grant credits or refunds to customers for telecommunications services if the customer notifies

the ICN of the disputed amount more than 90 days after the date of an ICN invoice for the services. The ICN will provide service credits to a customer who disputes the amount of the invoice within 90 days of the date of the invoice if the ICN determines that the amount invoiced to the customer was incorrect unless the ICN elects to provide a refund in lieu of a service credit. Customers will not be required to pay the disputed amount of the invoice while the rate dispute is pending.

SECTION 6. GENERAL SERVICE SPECIFICATIONS.

6.1 Service delivery intervals. The ICN shall deliver services for (CUSTOMER) "Requests for Services," as provided for by this Agreement, as follows:

6.1.1 Switched Connections within 7 business days of receipt of an order by the ICN. If the ICN cannot perform these services, the ICN shall notify the (CUSTOMER) point(s) of contact regarding any modifications in the required service delivery date and give the reason.

6.1.2 Direct Connection Services to include LEC provided facilities. Upon ICN acceptance of the order, ICN shall notify (CUSTOMER) of its target date for the delivery of the service. The ICN shall use commercially reasonable efforts to install the service on or before the target date, but the inability of ICN to deliver the service by such date shall not be a default under this agreement If the ICN cannot perform these services, the ICN shall notify the (CUSTOMER) point(s) of contact regarding any modifications in the required service delivery date and give the reason.

6.1.3 Local Dialing Services, including Capitol Complex electrical and technician wiring, will be delivered using the following guidelines: 1 – 7 stations, 6 business days; 8 – 25 stations, 10 business days; 25+ stations, 15 business days. If the ICN cannot perform these services, the ICN shall notify the (CUSTOMER) point(s) of contact regarding any modifications in the required service delivery date and give the reason.

6.1.4 For major office moves, the ICN shall provide a cost estimate to (CUSTOMER) within 7 business days of receipt of an office space layout drawing and initial site visit. (CUSTOMER) shall provide the ICN with a written scope of the work to be performed.

6.1.5 ICN representative(s) shall be included in the planning for major office moves from the beginning. They will be invited to attend initial move meetings called by the General Services Enterprise Lease Manager and shall have input into the planning and timeliness. It should be recognized that installation and service deadlines often change during the process and the (CUSTOMER) project manager shall be responsible for notifying the ICN SDE of any change in the project timeline.

6.1.6 The ICN shall not be required to perform to the intervals specified herein in those instances where completion is delayed by reasons outside the control of the ICN. Such examples include but are not limited to weather delays, outside Offeror performance delays (ICN is expected to have performance based contracts in place with all outside Offerors), and changes by (CUSTOMER) to the original work order. The ICN will advise (CUSTOMER) when such events occur via written media, including electronic mail. (CUSTOMER) may pursue other Offerors if mutually agreed to in writing, including electronic mail, by the directors of the agencies.

6.2 Points of contact. The parties agree to provide points of contact for purposes of efficient management of this Agreement, in accordance with the following.

6.2.1 The ICN's primary point of contact for (CUSTOMER) is

6.2.2 (CUSTOMER) shall appoint individuals to act as points of contact for ICN services, as defined in this agreement. Contacts are:

PRIMARY CONTACT		***SECONDARY CONTACT***	
Voice and Video Services			
Data and Subscription Services			

6.2.3 Either party shall provide notice of any change in the respective point(s) of contact within 15 working days by notification via written media.

6.2.4 Requests for services and information sent by (CUSTOMER) employees who are not specified point(s) of contact in Section 6.2.2 and/or received by ICN employees who are not specified point(s) of contact in Section 6.2.1 will be verified by the proper contacts of both parties before action is taken.

6.3 Incident reporting and resolution**.** The ICN shall provide for the following incident reporting and resolution procedures:

6.3.1 The ICN network is monitored 24 hours per day, 7 days per week, utilizing a centralized control center for real-time status and alarm conditions on certain network elements. This is applicable to all services delivered by the ICN. The ICN Service Desk is the point of contact for incident reporting. Call locally 323-4400 or toll free 1-800-572-3940. Phones are answered 24 hours per day. Following are service standards relative to operations and management of the network.

6.3.1.1 *Network surveillance.* Observe, monitor, analyze, and report on network alarms. Identify network failures, troubles or degradation of service. Locate and dispatch technicians when the network experiences failures, troubles, or equipment degradation. Troubles and adverse network conditions are reported to the ICN Service Desk for escalation or assistance in trouble shooting the problem that has been identified.

6.3.1.2 Support Requests for Incident Resolution are opened within 10 minutes of any trouble reported by (CUSTOMER), staff, or Offerors. Incidents generated by network surveillance are opened within 20 minutes on major alarms. Support Requests for Incident Resolution will be categorized and handled based upon impact and service. The impact for Support Requests for Incident Resolution is categorized by the following: LOW – Service Degraded for 1 User; MEDIUM – Service Down for 1 User or Degraded for Several Users; HIGH – Service Down for Several Users.

6.3.1.3 *Escalation.* Support Requests for Incident Resolution will be escalated based upon the severity of the outage relative to the customer impact, the progress being made to restore the service, or if action is needed by a higher level of authority to aid in the restoration of the service. The customer may request an escalation at any time (see 6.3.2.4 for customer requested escalations).

6.3.1.4 *Network redundancy.* Large areas of the ICN network are redundant. In the event of network failure, traffic will automatically reroute within seconds to an alternate path.

In areas where network redundancy has not yet been established, troubleshooting and repair will be followed as outlined in Section 6.3. Client notification procedures are covered in section 6.3.1.10 titled "Notification of Service Impairments".

6.3.1.5 Scheduled maintenance activities. Unless expressly stated elsewhere in this Agreement, all customers whose (CUSTOMER) traffic may be impaired or affected during the scheduled maintenance will be notified 72 hours before a routine scheduled maintenance window will take place. In the event that an "Emergency Maintenance Window" is required, the ICN will give (CUSTOMER) as much advanced notice as possible. An emergency maintenance window is defined as repair work that is required to restore service that is not performing to engineered standards. If the scheduled maintenance day or time needs to be altered for (CUSTOMER), every effort will be made to accommodate the request. The ICN will provide notification (via the ICNInfo-List on the Lyris ListManagersystem) of scheduled maintenance activities to the (CUSTOMER) points of contact as maintenance windows are scheduled. The ICNInfo-List is a self-subscribed list. Customer points-of-contact must sign-up to receive notifications. The (CUSTOMER) must provide the ICN with valid contact names and telephone numbers for daytime and after-hours contact. The (CUSTOMER) must also submit their point of contact information for the ICN to add to the Info-List or the Lyris ListManagerdistribution system. Routine maintenance is scheduled to be worked between the hours of midnight and 6:00 AM and is not restricted to any one day of the week or weekend. The ICN will make every effort to assure that the least amount of disruption of service to our customers as the result of maintenance work being performed. The ICN also reserves the right to perform network maintenance as required for the common good of all users of the ICN network. Any maintenance activity that affects only one ICN customer will be scheduled and approved by the affected customer. All other maintenance work will be performed by the ICN within its own discretion, within the timeframes stated within this section and within the notification guidelines also stated in this section.

6.3.1.6 PBX scheduled maintenance activities. The Private Branch Exchange (PBX) telephone systems the ICN manages are typically used during the peak time of Monday thru Friday 7:00 AM to 5:00 PM. Maintenance activity worked by the ICN may be performed outside of the normal midnight to 6:00 AM timeframe when a PBX is not in use and with customer approval. In no circumstance will the ICN perform routine maintenance on a PBX during the peak hours as described above.

6.3.1.7 *Cable locates.* When any contractor or citizen of Iowa begins any type of excavation, they are required to inform the Iowa One Call Center (IOC) two days in advance of the activity. IOC will review the location to determine which utilities are affected and call those that may be affected. Based on the IOC notification, the ICN will dispatch if necessary from the locate desk maintenance personnel to the affected site. Such maintenance personnel will physically mark the location, and/or stand by the construction site during digging. Measures to be used are determined by the proximity of the proposed digging to ICN cable. This service relates to ICN owned fiber only and is not provided for customer owned or leased fiber/circuits.

6.3.1.8 *Notification of service impairments.* If service disruptions or degradation of service of any type is detected through network surveillance, the ICN Service Desk will notify the (CUSTOMER) point(s) of contact or the (CUSTOMER) Help Desk via phone or via written media, including electronic mail Customers may call the ICN Service Desk at anytime for updates.

6.3.1.9 24 x 7 access to (CUSTOMER) buildings, building demarcation points, communication closets, equipment rooms, and other locations where ICN delivers either ICN or LEC services is required to be provided by (CUSTOMER) to ICN technicians to

insure service guarantees and response times to repair. If 24 x 7 access is not available to ICN technicians, ICN service guarantees and response times to repair will not be honored. Where available, keys or access cards will be provided to the ICN SERVICE DESK. In addition, (CUSTOMER) will provide on-site and after-hours points-of-contact for each location where ICN or LEC provided services are delivered.

6.3.1.10 (CUSTOMER) is required to notify the ICN SERVICE DESK at 515-323-4400 or 800-572-3940, of any planned outages that will impact the ICN and its ability to provide service to (CUSTOMER) or any other customer. This notification must be provided at least 72 hours before the work is to be done unless it is an emergency. The ICN assigned SDE should be a part of any planning team that is scheduling the addition or change of (CUSTOMER) service that impacts the ICN.

6.3.1.11 Should (CUSTOMER) decide to negotiate lower utility rates, by signing up for peak demand outages, (CUSTOMER) must provide commercial power at all times to the FOTS room or accept financial liability to any equipment damage caused by lack of commercial power.

6.3.2 Due to the urgent nature, trouble calls shall be made to the ICN SERVICE DESK via telephone:

6.3.2.1 Local (within Des Moines calling region) at 323-4400.

6.3.2.2 Outside Des Moines calling region at 1-800-572-3940.

6.3.2.3 The ICN SERVICE DESK is staffed 24 hours per day, seven days per week.

6.3.2.4 Customer Requested Escalations:

6.3.2.4.1 Level One Escalation. The ICN Service Desk technician will escalate all customer requested escalations to the on duty or on call ICN SERVICE DESK supervisor as the first step of the escalation process. The person who is the Level One contact will call the customer contact who has requested the escalation within 30 minutes of the request being made.

6.3.2.4.2 Level Two Escalation. The ICN SERVICE DESK will escalate all customer requested escalations to the ICN Level 2 on duty or on call designee if the problem has not been resolved within one hour after being escalated to the Level 1 contact or if the Level 1 contact does not call the customer contact within 30 minutes of the request being made. The person who is the Level Two contact will call the customer contact who has requested the escalation within 30 minutes of the request being made.

6.3.2.4.3 Level Three Escalation. The ICN SERVICE DESK will escalate all customer requested escalations to the ICN Level 3 on duty or on call designee if the problem has not been resolved within one hour after being escalated to the Level 2 contact or if the Level 2 contact does not call the customer contact within 30 minutes of the request being made. The person who is the Level Three contact will call the customer contact who has requested the escalation within 30 minutes of the request being made.

6.3.3 Other ICN inquiries, including but not limited to billing, account history, status of service installation, and existing services in production, can be sent to the ICN Service Desk.

6.3.4 The ICN shall provide inquiry resolution as follows:

6.3.4.1 Other inquiries, as noted in 6.3.3 above, within 6 business days after receipt of the inquiry by the ICN.

6.3.4.2 Incident resolution, unless deemed major system outage, occurs within one calendar day of receipt of the report by ICN. Communication on incident resolution on major outages will occur within 4 hours.

6.3.5 (CUSTOMER) and the ICN will conduct periodic review of problems and develop procedures for outage and problem discussion and service improvement efforts. Examples

include but are not limited to: recurring incidents, incidents requiring root cause analysis, and major outages.

6.3.6 Upon request, the ICN will provide (CUSTOMER) with a detailed report post any service interruption, describing the problem and actions taken to resolve the issue.

6.4 Service invoicing. The ICN shall provide the following invoicing for services rendered.

6.4.1 The ICN shall prepare once monthly, a comprehensive invoice for Local Dialing Services rendered at locations defined in Section 2.7. (a.k.a. Centrex billing).

6.4.1.1 ICN provides the individual bills detail through the ICN Account Utility. In addition to the individual bills, ICN will provide the (CUSTOMER) point of contact a text file, organized by phone number, showing all of the (CUSTOMER) detail for Local Dialing Services rendered.

6.4.1.2 The invoice shall be prepared by the ICN no later than the 10th working day of the month following the close of a calendar month.

6.4.1.3 The invoice provides detail of stations obtaining Local Dialing Service from an ICN owned PBX switch, as defined in Section 2.7, including station numbers, monthly charge for Local Dialing Service, charges for Long Distance Voice Services for each station, and monthly charges for additional services.

6.4.1.4 The invoice shall also include charges for usage of Capitol Complex System Calling Card Services.

6.4.2 The ICN shall prepare once monthly, a comprehensive invoice for all other ICN services rendered, as follows. In addition to the individual account bills provided under the ICN account Utility, ICN will provide the (CUSTOMER) point of contact a single file, organized by phone number, showing all of the other (CUSTOMER) phone charges. The information may be combined with the Local Dialing Service file if the preparation is cost and/or time effective for ICN.

6.4.2.1 The invoice shall be prepared by the ICN no later than the 10th working day of the month following the close of a calendar month.

6.4.2.2 The invoice provides detail of:

6.4.2.2.1 Charges for Long Distance Voice Services rendered to phones registered to (CUSTOMER) in locations other than those defined in Section 2.7;

6.4.2.2.2 Charges for Full Motion Interactive Video Services originated by (CUSTOMER);

6.4.2.2.3 Charges for Data Transmission Services, including ICN backbone and outside Offeror tail circuits,

6.4.2.2.4 Charges for ICN Calling Card Services;

6.4.2.2.5 Charges for Toll Free Voice Services;

6.4.2.2.6 Charges for service installations and/or modifications,

6.4.2.2.7 Charges for off-complex Voice/Data troubles.

6.4.3 The ICN shall prepare on a periodic basis, a manual invoice for purposes of charging for one time, non-recurring charges for Requests for Services covering Internal Wiring Services and Local Dialing Service installation charges.

6.4.3.1 The ICN shall prepare the invoice within 30 days of completion of the project, or, as partial billing as arranged with (CUSTOMER). The ICN shall submit the invoice along with supporting documentation and a properly completed payment device.

6.4.4 The ICN shall provide all invoices in electronic format through the ICN Account Utility. (CUSTOMER) shall be responsible for requesting the appropriate access for (CUSTOMER) staff to review and monitor all billing.

SECTION 7. DISPUTE RESOLUTION. All disputes between the Parties that cannot be resolved by negotiation between the respective governmental agencies shall be resolved in accordance with Iowa code section 679A.19,

SECTION 8. ADMINISTRATION

8.1 Administration. This Agreement shall be administered by ICN Contracting Officer, and representing (CUSTOMER), who will meet 90 days after signature, then agree to meet semi-annually thereafter to review issues pertinent to the Agreement.

8.2 Amendments. This Agreement may be amended in writing by mutual consent of the parties. All amendments to this Agreement and Service Addenda, incorporated by reference herein, must be fully executed by the parties.

8.3 Third-party beneficiaries. There are no third-party beneficiaries to this Agreement or Service Addenda. This Agreement and Service Addenda are intended only to benefit the ICN and (CUSTOMER), or ICN authorized users.

8.4 Integration. This Agreement and Service Addenda represent the entire agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement and Service Addenda.

8.5 Headings or captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

8.6 Supersedes former agreements. This Agreement and Service Addenda supersedes all prior agreements between the ICN and (CUSTOMER) for services provided in connection with this Agreement and Service Addenda.

8.7 Language conflicts. Any instances of conflict between the Agreement, and the Service Addendum(s) will be resolved jointly between (CUSTOMER) and the ICN.

8.8 Amendment notices. Notices under this Agreement and Service Addenda shall be in the form of writing, utilizing LOCAL mailing services for the State of Iowa. 8.9 Severability. If any provision of this Agreement and Service Addendum (a) are determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement and Service Addenda.

8.9 Successors in interest. All the terms, provisions and conditions of this Agreement and Service Addenda shall be binding upon and inure to the benefit of the parties hereto and there respective successors, assigns and legal representatives.

ADDENDUM A

FULL MOTION INTERACTIVE VIDEO SERVICES

SECTION 1. DEFINITION OF SERVICE

1.1 Full Motion Interactive Video Services is defined as video switching service that enables scheduled video sessions for distance learning or business purposes of an authorized ICN user.

1.2 The ICN's responsibility for providing Full Motion Interactive Video Services includes all backbone components that connect ICN owned switching devices to ICN owned FOTS room equipment located in the (CUSTOMER) location at the Lucas Building, Des Moines, Iowa 50319, including the coder and decoder devices.

1.3 The ICN is not responsible for equipment in the classroom or wiring between the ICN owned FOTS room and the classroom.

1.4 All references to section numbers herein refer to this Addendum, unless specified otherwise.

SECTION 2. GUARANTEE OF SERVICE AVAILABILITY

2.1 Production service availability. ICN warrants that Full Motion Interactive Video Service will be operational no less than 99.9% on a Defined area basis, see Appendix I, during a calendar year. This warranty does not include restorative maintenance requirements that may occur, such as cable cuts, major equipment failures, etc.

- 2.1.1 Potentially service affecting maintenance will be performed during the maintenance window hours between midnight and 6:00 a.m., unless such timing will be detrimental to service delivery.
- 2.1.2 When service delivery would be harmed by delaying maintenance requirements, the ICN will pursue restorative actions as deemed appropriate.
- 2.1.3 The ICN shall provide at least 72 hours notice to (CUSTOMER) of potentially service affecting maintenance actions that may occur during the maintenance window defined in Section 2.1.1.

2.2 Scheduled video session availability. Video sessions may be scheduled on demand or in advance by (CUSTOMER). On-demand scheduling is defined as "any new request or addition of sites to an existing reservation within 48 hours of the scheduled event. On-demand scheduling would be appropriate if: (1) the desired video session involves a small number of sites; (2) the session is a one-time event; and (3) a session is already scheduled, however the requesting party desires to add more sites. The following procedures must be followed by (CUSTOMER), in the order given, for guaranteed service delivery for on-demand scheduling.

- 2.2.1 All on-demand scheduling must be requested no less than 30 minutes prior to the desired start of a video session.
- 2.2.2 (CUSTOMER) must check the ICN scheduling system for site availability.
- 2.2.3 (CUSTOMER) must verify and document, via phone call, the receiving site's permission to use the site.
- 2.2.4 (CUSTOMER) must call the ICN at (515)-725-4664, (515) 725-4730, or (515) 725-4687 to request on-demand scheduling. The ICN scheduler will complete a series of questions, including:
  - 2.2.4.1 What is the name of your session?
  - 2.2.4.2 What is your ICN account code? (i.e. code to which charges will be assessed)
  - 2.2.4.3 What is your name and phone number?
  - 2.2.4.4 What is the day, date, start time, and end time of the desired session?
  - 2.2.4.5 Have you verified site availability with the ICN scheduling system?
  - 2.2.4.6 Have you verified site availability with the remote sites? (Please have documentation from Section 2.2.3 available.)
  - 2.2.4.7 What is the topic of the session, primary audience, and anticipated number of participants?
- 2.2.5 If the requested session, as defined in Section 2.2.2, 2.2.3, and 2.2.4, has no site conflicts, the session will be scheduled automatically. (CUSTOMER) will not receive a return phone call, UNLESS a conflict exists.
- 2.2.6 The ICN reserves the right to accept or reject session requests using on-demand scheduling.
- 2.2.7 The ICN does not warrant scheduled video session availability, as site availability is under the control of the site host.

SECTION 3. INSTALLATION OF FULL MOTION INTERACTIVE VIDEO SERVICES

3.1 The ICN shall coordinate installation of Full Motion Interactive Video Services, including fiber optic cable requirements and FOTS room installation. The ICN shall not coordinate internal wiring or classroom equipment requirements.

3.2 If fiber optic cable is NOT required, installation of Full Motion Interactive Video Services will occur within 45 days after acceptance of the order by the ICN. However, if fiber optic cable is required, then time requirements will vary dependent upon cable construction.

3.3 Installation charges for Full Motion Interactive Video Services cover all services and equipment necessary to deliver service to the ICN owned FOTS room

3.4 Installation charges associated with fiber optic cable requirements are NOT included in the installation charge for Full Motion Interactive Video Services. The ICN point(s) of contact will assist in price estimation for cable requirements.

3.5 Installation charges and equipment charges associated with classroom equipment and/or internal wiring requirements are the responsibility of (CUSTOMER).

SECTION 4. PRICING FOR FULL MOTION INTERACTIVE VIDEO SERVICES

4.1 Full Motion Interactive Video Service will be billed to (CUSTOMER) on a per hour per site basis for sessions originated/requested with a (CUSTOMER) assigned account code.

4.2 Account codes are issued by the ICN, and are to be treated confidentially by (CUSTOMER). Additional account codes may be requested through the ICN point(s) of contact.

4.3 Charges are assessed for each site for a minimum of one hour, and in 15-minute increments thereafter, rounded up to the next full increment.

4.4 Charges are assessed for sessions that are not canceled in advance by (CUSTOMER). "In advance" is defined as greater than 48 hours notice of the cancellation.

4.5 Charges are assessed for sessions that fail to operate due to situations outside of the ICN's control. Such situations include, but are not limited to, failure of classroom equipment, weather related site closings, and sites that are not unlocked by the site host.

4.6 For weather related cancellations, the ICN shall credit for charges rendered for sessions in which (CUSTOMER) shows proof of a reschedule of the original session.

4.7 The ICN will credit in full charges associated with a session and/or site in situations of network related failures. Such situations include, but are not limited to, failure of a network electronic element and fiber optic cable cut. Credits will be issued upon notification from (CUSTOMER) that a network failure occurred. Credit will appear on the following month's invoice.

4.8 The ICN revises video rates during September of each calendar year. The effective date of the September rate determination is July 1 of the following year. The ITTC is striving to review and set rates earlier in the year to better accommodate budget cycles.

SECTION 5. INVOICING FOR FULL MOTION INTERACTIVE VIDEO SERVICES

5.1 Full Motion Interactive Video Service will be invoiced to (CUSTOMER) on a monthly basis in accordance with Section 6.4.2 of the Agreement.

5.2 The ICN will provide to (CUSTOMER) 2 attachments to the invoice for detailed information on video sessions, including: (1) Video Class Billing and (2) Video Class Detail.

ADDENDUM B

TOLL FREE VOICE SERVICES

SECTION 1. DEFINITION OF SERVICE

1.1 Toll Free Voice Services are defined as inbound long distance phone calls terminating on a toll free phone number registered to (CUSTOMER).

1.2 Toll Free Voice Services incur charges to (CUSTOMER) for any call terminating on a toll free number registered to (CUSTOMER). This would include inbound long distance phone calls or inbound local calls terminated to the toll free number.

1.3 In cases where the toll free phone number is a station receiving Direct Connection service from a PBX switch, the ICN's responsibility for providing Toll Free Voice Services encompasses call termination to the PBX switch.

1.4 All references to section numbers herein refer to this Addendum, unless specified otherwise.

SECTION 2. GUARANTEE OF SERVICE AVAILABILITY

2.1 The ICN warrants that Toll Free Voice Services, as defined in Section 1, will be operational no less than 99.9% on a defined service area basis, see Appendix I, during a calendar year. This warranty does not include restorative maintenance requirements that may occur, such as cable cuts, major equipment failures, etc.

2.1.1 Potential service affecting maintenance will be performed during the maintenance window hours between midnight and 6:00 a.m., unless such timing will be detrimental to service delivery.

2.1.2 When service delivery would be harmed by delaying maintenance requirements, the ICN will pursue restorative actions as deemed appropriate.

2.1.3 The ICN shall provide at least 72 hours notice to (CUSTOMER) of potential service affecting maintenance actions that may occur during the maintenance window defined in Section 2.1.1.

2.2 The ICN shall provide reroute capability for Toll Free Voice Services. In the event of service failure, rerouting of calls will occur in the following time frame.

2.2.1 During regular business hours, the ICN guarantees traffic reroute within 20 minutes.

2.2.2 During non-regular business hours, the ICN guarantees traffic reroute within 30 minutes.

2.3 The ICN will provide, at (CUSTOMER)'s request, off-line call traces. The (CUSTOMER) point(s) of contact must call the ICN CSS to request an off-line call trace. Subsequent to the request, the ICN shall provide the information to (CUSTOMER) within 1 business day. The ICN will require the number called from, date and time of the call to be traced. Call records are kept for a period of 45 days.

2.4 The ICN does not provide for on-line call traces.

SECTION 3. INSTALLATION OF TOLL FREE VOICE SERVICES

3.1 The ICN shall coordinate installation of Toll Free Voice Services, including ICN Offeror communications as appropriate. The ICN shall not coordinate internal wiring or telephone equipment requirements. Switched Connection Toll Free Voice Service installations will occur within 10 days after receipt of the order by the ICN unless an equipment build out is required, and then (CUSTOMER) will be notified within 72 hours.

3.2 Direct Connection Toll Free Voice Service installations will occur within 30 days after receipt of the order by the ICN unless an equipment build out is required, and then (CUSTOMER) will be notified within 72 hours.

3.3 Movement of an existing toll free service from another responding organization (i.e. long distance carrier) requires the release of the toll free number by the current carrier. Release from the current carrier will be initiated by the ICN upon receipt of valid authorization from (CUSTOMER). Release from the current carrier may take up to 3 weeks.

3.4 There is no charge for installation of Toll Free Voice Services.

SECTION 4. PRICING FOR TOLL FREE VOICE SERVICES

4.1 Charges for Toll Free Voice Services are rendered on a per minute basis. Charges begin at the time the ICN delivers the inbound long distance call to the PBX switch.

4.2 Charges are assessed as follows:

4.2.1 Calls with duration under 18 seconds are dropped from the billing records without charge to (CUSTOMER).

4.2.2 Billable calls are billed for the first 18 seconds, and in 6-second increments thereafter, rounded up to the next whole increment.

4.3 The ICN reserves the right to modify the per minute rate for Toll Free Voice Services with 60 days notice to (CUSTOMER) with justification during the agreement period.

SECTION 5. INVOICING FOR TOLL FREE VOICE SERVICES

5.1 Toll Free Voice Services will be invoiced to (CUSTOMER) on a monthly basis in accordance with Section 6.4.2 of the Agreement.

SECTION 6. FRAUD POLICY

6.1 ICN toll service Offerors continually identify, evaluate and implement fraud prevention and detection measures to protect the ICN and its customers. If fraud is suspected, the ICN is notified immediately, and subsequently the ICN will immediately notify (CUSTOMER) toll services points-of-contact. Once notification to (CUSTOMER) points-of-contact is made, all fraud prevention measures within the control of (CUSTOMER) owned PBXs, switches, voice trunks, telephony equipment, and other related networks and equipment become the responsibility of (CUSTOMER). The ICN will thoroughly investigate each fraud case on an individual case basis and communicate to the customer in a timely fashion the outcome of each investigation. The ICN will *not* issue credit for invoiced charges for fraudulent use resulting from the negligence or willful acts of a customer or an authorized user of the ICN's service. (CUSTOMER) must immediately call the ICN's ICN SERVICE DESK when suspected fraud involving ICN toll services is detected.

ADDENDUM C

LONG DISTANCE VOICE SERVICES

SECTION 1. DEFINITION OF SERVICE

1.1 Long Distance Voice Services are defined as outbound long distance phone calls originating on a phone number registered to (CUSTOMER), for which the ICN has been designated by (CUSTOMER) as the long distance service provider.

1.2 In cases where the phone number is a station receiving Local Dialing Service from an ICN owned PBX switch, the ICN's responsibility for providing Long Distance Voice Service encompasses call origination from the PBX switch.

1.3 In cases where the phone number is receiving local dialing service from a source other than an ICN owned PBX switch, the ICN's responsibility for providing Long Distance Voice Services encompasses call origination from the Local Exchange Carrier (LEC) or (CUSTOMER) PBX device.

1.4 All references to section numbers herein refer to this Addendum, unless specified otherwise.

SECTION 2. GUARANTEE OF SERVICE AVAILABILITY

2.1 The ICN warrants that Long Distance Voice Service will be operational no less than 99.9% on a defined service area basis, see Appendix I, during a calendar year. This warranty does not include restorative maintenance requirements that may occur, such as cable cuts, major equipment failures, etc.

2.1.1 Potential service affecting maintenance will be performed during the maintenance window hours between midnight and 6:00 a.m., unless such timing will be detrimental to service delivery.

2.1.2 When service delivery would be harmed by delaying maintenance requirements, the ICN will pursue restorative actions as deemed appropriate.

2.1.3 The ICN shall provide at least 72 hours notice to (CUSTOMER) of potential service affecting maintenance actions that may occur during the maintenance window defined in Section 2.1.1.

2.2 The ICN shall provide reroute capability for Long Distance Voice Services. In the event of service failure, rerouting of calls will occur in the following time frame:

2.2.1 During regular business hours, the ICN guarantees traffic reroute within 20 minutes.

2.2.2 During non-regular business hours, the ICN guarantees traffic reroute within 50 minutes.

2.3 The ICN will provide, at (CUSTOMER)'s request, off-line call traces. The (CUSTOMER) point(s) of contact must call the ICN Service Desk, 515-323-4400, to request an off-line call trace. Subsequent to the request, the ICN shall provide the information to (CUSTOMER) within 1 business day. The ICN will require the number called from, the date, and time of the call to be traced. Call records are kept for 45 days.

2.4 The ICN does not provide for on-line call traces.

2.5 International calling capabilities are available for any phone number subscribing to ICN Long Distance Voice Services. The rates charged for International calling services differ from traditional Long Distance Voice Services.

2.6 Zero Plus (0+) dialing service is available from any phone subscribing to ICN Long Distance Voice Services. This is a value added feature that does not create a charge to (CUSTOMER).

2.7 Operator services are available from any phone subscribing to ICN Long Distance Services. Use of this value added feature creates a charge to (CUSTOMER).

SECTION 3. INSTALLATION OF LONG DISTANCE VOICE SERVICES

3.1 The ICN shall coordinate installation of Long Distance Voice Services, including ICN Offeror communications, as appropriate. The ICN shall not coordinate internal wiring or telephone equipment requirements.

3.2 Switched Connection Long Distance Voice Services installations can occur within 10 days after receipt of the order by the ICN unless equipment build out is required, in which case (CUSTOMER) will be notified within 72 hours.

3.3 Direct Connection Long Distance Voice Service installations can occur within 30 days after receipt of the order by the ICN unless equipment build out is required, in which case (CUSTOMER) will be notified within 72 hours.

3.4 There is no charge for installation of Long Distance Voice Services.

SECTION 4. PRICING FOR LONG DISTANCE VOICE SERVICES

4.1 Charges for Long Distance Voice Services are rendered on a per minute basis. Charges begin at the time the ICN retrieves the outbound long distance call from the PBX switch.

4.2 Charges are assessed as follows:

4.2.1 Calls are billed for the first one minute and in 6-second increments thereafter, rounded up to the next whole increment.

4.3 The ICN charges for operator assistance are per occurrence.

4.4 The ICN reserves the right to modify the per minute rate for Long Distance Voice Services with 60 days notice to (CUSTOMER) with justification during the agreement period.

SECTION 5. INVOICING FOR LONG DISTANCE VOICE SERVICES

5.1 Long Distance Voice Service will be invoiced to (CUSTOMER) on a monthly basis in accordance with Sections 6.4.1 and 6.4.2 of the Agreement.

SECTION 6. FRAUD POLICY

6.1 ICN toll service Offerors continually identify, evaluate and implement fraud prevention and detection measures to protect the ICN and its customers. If fraud is suspected, the ICN is notified immediately, and subsequently the ICN will immediately notify (CUSTOMER) toll services points-of-contact. Once notification to (CUSTOMER) points-of-contact is made, all fraud prevention measures within the control of (CUSTOMER) owned PBXs, switches, voice trunks, telephony equipment, and other related networks and equipment become the responsibility of (CUSTOMER). The ICN will thoroughly investigate each fraud case on an individual case basis and communicate to the customer in a timely fashion the outcome of each investigation. The ICN will *not* issue credit for invoiced charges for fraudulent use resulting from the negligence or willful acts of a customer or an authorized user of the ICN's service. (CUSTOMER) must immediately call the ICN's ICN SERVICE DESK when suspected fraud involving ICN toll services is detected.

ADDENDUM D

LOCAL DIALING SERVICES

SECTION 1. DEFINITIONS OF SERVICE

1.1 Local Dialing Services are defined as station (i.e. phone) devices receiving local dial tone at a (CUSTOMER) desk from an ICN owned PBX switch. Local Dialing Services provide dial tone to the desktops of state government.

1.2 Local Dialing Services provide the dial tone and phone for a fixed fee each month.

1.3 All references to section numbers herein refer to this Addendum, unless specified otherwise.

SECTION 2. GUARANTEE OF SERVICE AVAILABILITY

2.1 The ICN warrants that Local Dialing Services will be operational no less than 99.9% on a defined service area basis, see Appendix I, during a calendar year. This warranty does not include restorative maintenance requirements that may occur, such as cable cuts, major equipment failures, etc.

2.1.1 Potential service affecting maintenance will be performed during the maintenance window hours between midnight and 6:00 a.m., unless such timing will be detrimental to service delivery.

2.1.2 When service delivery would be harmed by delaying maintenance requirements, the ICN will pursue restorative actions as deemed appropriate.

2.1.3 The ICN shall provide at least 72 hours notice to (CUSTOMER) of potential service affecting maintenance actions that may occur during the maintenance window defined in Section 2.1.1.

2.3 The ICN offers various value-added features that may require an additional charge, as detailed in Section 4. Included are:

2.3.1 Voice mail in increments of ten 60-second messages;

2.3.2 Basic automatic call distributor service;

2.3.3 Call processing;

2.3.4 Call forwarding;

2.3.5 Automatic roll over lines;

2.3.6 Referral messaging; and

2.3.7 Government pages directory listing and State Metro Telephone Directory.

2.4 The ICN provides for restorative maintenance actions as reported by the (CUSTOMER) point(s) of contact, defined in Section 6.2.2 of the Agreement. The ICN, through its installation and maintenance partners, will provide for phone repair parts as deemed appropriate, without additional charge. Refer to Section 6.3 of the Agreement for trouble resolution.

SECTION 3. INSTALLATION OF LOCAL DIALING SERVICES

3.1 The ICN shall coordinate installation of Local Dialing Services, including ICN Offeror communications, as appropriate. The ICN shall also coordinate internal wiring and/or telephone equipment requirements.

3.2 Local Dialing Services installations will occur within 15 business days of receipt of the order by the ICN unless equipment build out is required. In this case, the ICN will notify (CUSTOMER) within 72 hours. Installation charges are assessed on a time-plus-materials basis for all technician service hours required for installation of the: (1) phone; (2) internal wiring requirements; and (3) dial tone.

3.3.2 Material requirements are not included in the hourly rate charged.

3.3.3 Off-complex facilities may also be charged for time spent traveling to the location.

3.4 Installation of Local Dialing Services include:

3.4.1 Installation of new phone service;

3.4.2 Removal of existing phone service;

3.4.3 Move of existing phone service from one location to the next;

3.4.4 Addition of value added features to an existing phone service; and

3.4.5 Removal of value added features to an existing phone service.

SECTION 4. PRICING FOR LOCAL DIALING SERVICES

4.1 Charges for Local Dialing Services are rendered as a flat charge per month. Charges are assessed in whole month increments, regardless of date of installation or removal.

4.2 Charges are dependent upon the type of phone device desired by (CUSTOMER).

4.3 The telephonic device is provided by the ICN as part of the monthly fixed charge for the Local Dialing Service. The ICN shall retain ownership of the telephonic device, and is responsible for maintenance.

4.4 Additional charges may occur for value added features.

4.5 Usage-based charges are in addition to the flat charge per month for Local Dialing Services.

4.6 The ICN reserves the right to modify the monthly rate for Local Dialing Services with 60 days notice to (CUSTOMER) with justification during the agreement period.

SECTION 6. INVOICING FOR LOCAL DIALING SERVICES

6.1 Local Dialing Services will be invoiced to (CUSTOMER) on a monthly basis in accordance with Sections 6.4.1 of the Agreement.

SECTION 7. REMOTE LOCATION SERVICE PROVISION

7.1 The ICN will, in collaboration with (CUSTOMER), develop technical requirements to create Requests for Proposal (RFPs) for a competitive bid process to establish contracts for telephone systems.

7.2 The ICN will provide (CUSTOMER) with contacts for various installation Offerors competitively acquired, approved and under contract with the State of Iowa, if requested.

ADDENDUM E

DATA TRANSMISSION SERVICES

SECTION 1. DEFINITION OF SERVICE

1.1 Data Transmission Services are defined as physical and/or virtual circuits, transported on the ICN backbone that connect (CUSTOMER) locations for the purpose of transmitting data signals. Circuits have varying speed capabilities.

1.2 Physical circuits can be shared or dedicated circuits and carry point-to-point data transmissions from one location to another.

1.3 Virtual circuits (PVC's) are not dedicated circuits carrying point-to-point data transmissions. Rather, PVC's are included within a physical circuit (known as a frame relay access link [FRAL]) and provide (CUSTOMER) a right to transmit data through the FRAL, while sharing the physical circuit with other authorized users of the ICN. PVC's may have a one-to-many relationship with a FRAL (i.e. a FRAL could service one PVC or any number of PVC's), as long as the connection points are identical. The ICN commonly refers to such circuits as "frame relay circuits".

1.4 Data Transmission Services may be provided by the ICN to the (CUSTOMER) locations. (CUSTOMER) and the ICN will jointly discuss connection alternatives.

1.5 Data Transmission Services do not include subscription services provided at the end of a circuit. Such services would include, but are not limited to Internet Gateway Service, Video Conferencing Service, and Router Subscription Service.

1.6 Data Transmission Services are provided to the (CUSTOMER) location, specifically the entry point into a (CUSTOMER) location. Such entry point would be: an ICN owned FOTS room or the LEC point of presence. Data Transmission Services are not inclusive of customer premise equipment (CPE) which include, but are not limited to, (CUSTOMER) owned: routers, hubs, PC's, or local area network devices.

1.7 Router maintenance services are included with ICN's Router Subscription Services. The following guarantees are provided in addition to those stated in SECTION 2 of this Addendum. Routers, hubs and similar network devices maintained by the ICN will be maintained and serviced with the following provisions:

1.7.1 Repair and maintenance service will be provided on a 24 hour seven days a week basis. This includes level 1 and level 2 data engineering troubleshooting as provided by the ICN.

1.7.2 Software upgrade and replacement, if applicable, will be at no cost to (CUSTOMER) and will be the responsibility of the ICN.

1.7.3 The ICN will also provide coordination and technical assistance to (CUSTOMER) for these devices as they interface with (CUSTOMER) local area network devices.

1.7.4 The ICN will provide consultative services and make recommendations to (CUSTOMER) for improvements or changes to the data equipment being maintained by the ICN for (CUSTOMER).

1.8 All references to section numbers herein refer to this Addendum, unless specified otherwise.

SECTION 2. GUARANTEE OF SERVICE AVAILABILITY

2.1 ICN warrants that Data Transmission Service will be operational no less than 99.9% on a Defined area basis, see Appendix I, for all "on net" service during a calendar year. On net service is defined as all circuits where the ICN is the sole provider of the circuit. Off net service involves the use of other telecommunications entities' circuits, with or without ICN connectivity, to deliver ICN services. The ICN will make all reasonable efforts to maintain, restore and deliver the same level of service for off net circuits as stated for on net service, but shall not be held responsible for State of Iowa tariffs or service provider contracts that supercede this agreement. This warranty does not include restorative maintenance requirements that may occur, such as cable cuts, major equipment failures, etc.

2.1.1 Potential service affecting maintenance will be performed during the maintenance window hours between midnight and 6:00 a.m., unless such timing will be detrimental to service delivery.

2.1.2 When service delivery would be harmed by delaying maintenance requirements, the ICN will pursue restorative actions as deemed appropriate.

2.1.3 The ICN shall provide at least 72 hours notice to (CUSTOMER) of potential service affecting maintenance actions that may occur during the maintenance window defined in Section 2.1.1.

2.1.3.1 The ICN does not warrant service delivery in instances where CPE failures exist.

2.1.3.2 The ICN does not warrant service delivery in instances where LEC failures exist.

2.2 The ICN provides for restorative maintenance actions as reported by the (CUSTOMER) point(s) of contact, as defined in Section 6.2.2. The ICN, through its installation and maintenance partners, will provide for trouble shooting, as deemed appropriate. Refer to Section 6.3 of the Agreement for trouble resolution. In instances where CPE failures cause the trouble, the ICN must notify (CUSTOMER) that charges may result for additional trouble resolution measures. (CUSTOMER) will determine whether additional services will be provided by the ICN.

SECTION 3. INSTALLATION OF DATA TRANSMISSION SERVICES

3.1 The ICN shall coordinate installation of Data Transmission Services, including ICN Offeror communications, as appropriate. If requested, the ICN shall provide contacts for, but will not coordinate, internal wiring requirements within (CUSTOMER) locations for CPE.

3.2 Switched Connection Data Transmission Services installations will be provided within 10 business days after acceptance of the order by the ICN.

3.3 Direct Connection Data Transmission Service installations will be provided within 45 days after acceptance of the order by the ICN.

3.4 Installation charges assessed by the ICN include all labor and materials required by the ICN to fulfill the Data Transmission Service installation.

3.5 Installation charges are assessed on a flat fee basis.

3.6 In situations where the ICN may require use of a LEC to satisfy a (CUSTOMER) ordered Data Transmission Service, additional installation charges will be incurred. The ICN shall pass such LEC installation charges on to (CUSTOMER).

SECTION 4. PRICING FOR DATA TRANSMISSION SERVICES

4.1 Charges for Data Transmission Services are rendered as a flat charge per month for operational Data Transmission Services. Partial month charges are assessed for the actual number of days the circuit was operational for the first and last month of operation. Partial month charges are calculated as follows: Total charge per month, divided by 30 days, multiplied by actual days operational.

4.2 Data Transmission Services are operational on the day the ICN point of contact verifies service installation with (CUSTOMER) points of contact through written media, including electronic mail, and (CUSTOMER) points of contact confirm service verification through written media, including electronic mail. Service verification will occur within 24 hours of ICN service delivery by ICN staff. Verification from (CUSTOMER) will be given when (CUSTOMER) determines that the data transmission service installation is complete, which shall not exceed 24 hours. If verification of service installation is delayed due to (CUSTOMER), the operational date is deemed to be 5 business days after the ICN completes service installation.

4.3 Charges shall not be delayed due to CPE connection requirements.

4.4 Charges are dependent upon the type of Data Transmission Services and connection of that service.

4.5 The ICN reserves the right to modify the monthly rate for Data Transmission Services with 60 days notice to (CUSTOMER) with justification during the agreement period.

4.6 In situations where the ICN may require use of a LEC to satisfy (CUSTOMER) ordered Data Transmission Services, additional monthly circuit charges will be incurred. The ICN shall pass such LEC monthly circuit charges on to (CUSTOMER).

SECTION 5. INVOICING FOR DATA TRANSMISSION SERVICES

5.1 Data Transmission Services will be invoiced to (CUSTOMER) on a monthly basis in accordance with Sections 6.4.2 of the Agreement.

SECTION 6. SERVICE CALLS

6.1 Service calls will be handled in the manner described in Section 6.3.

ADDENDUM F

CALLING CARD SERVICES

SECTION 1. DEFINITION OF SERVICE

1.1 Calling Card Services are defined as calls originated using zero plus (0+) dialing from any phone using an ICN issued calling card registered to (CUSTOMER).

1.2 This Service Addendum does not apply to any calling card issued by a Offeror other than the ICN (for example, Century Link or AT&T issued calling cards).

1.3 ICN issued calling cards can be enabled for International dialing. (CUSTOMER) must specifically request International dialing for this feature to be enabled by the ICN.

1.4 All references to section numbers herein refer to this Addendum, unless specified otherwise.

SECTION 2. GUARANTEE OF SERVICE AVAILABILITY

2.1 The ICN Calling Card Services utilize any phone, including pay telephones, at any location nationwide, by dialing 1-800-728-5007, 0+ area code and the number desired, and entering the ICN calling card number and personal identification number per instructions.

SECTION 3. ISSUANCE OF CALLING CARD SERVICES

3.1 Contact the ICN point(s) of contact, as defined in Section 6.2.1 of the Agreement, for issuance or cancellation of an ICN Calling Card.

3.2 ICN Calling Card Services installation will occur within 6 business days after receipt of the order by the ICN.

3.3 The ICN Calling Card Services cancellation occurs immediately upon notification of a cancellation request. In the event of a lost card, (CUSTOMER) must notify the ICN CSS immediately for cancellation. The telephone numbers for the CSS are as follows: 1-877-426-4692 and 515-725-4633.

3.4 There is no charge for issuance of Calling Card Services.

SECTION 4. PRICING FOR CALLING CARD SERVICES

4.1 Charges for Calling Card Services are rendered on a per call, plus per minute basis.

4.2 ICN charges for operator assistance are per occurrence, in addition to the charges defined in Section 4.1.

4.3 The ICN reserves the right to modify the per minute rate for Calling Card Services with 60 days notice to (CUSTOMER) with justification during the agreement period.

SECTION 5. INVOICING FOR CALLING CARD SERVICES

5.1 Calling Card Services will be invoiced to (CUSTOMER) on a monthly basis in accordance with Section 6.4.2 of the Agreement.

SECTION 6. FRAUD POLICY

6.1 ICN toll service Offerors continually identify, evaluate and implement fraud prevention and detection measures to protect the ICN and its customers. If fraud is suspected, the ICN is notified immediately, and subsequently the ICN will immediately notify (CUSTOMER) toll services points-of-contact. Once notification to (CUSTOMER) points-of-contact is made, all fraud prevention measures within the control of (CUSTOMER) owned PBXs, switches, voice trunks, telephony equipment, and other related networks and equipment become the responsibility of (CUSTOMER). The ICN will thoroughly investigate each fraud case on an individual case basis and communicate to the customer in a timely fashion the outcome of each investigation. The ICN will *not* issue credit for invoiced charges for fraudulent use resulting from the negligence or willful acts of a customer or an authorized user of the ICN's service. (CUSTOMER) must immediately call the ICN's ICN SERVICE DESK when suspected fraud involving ICN toll services is detected.

ADDENDUM G

CAPITOL COMPLEX SYSTEM CALLING CARD SERVICES

SECTION 1. DEFINITION OF SERVICE

1.1 Capitol Complex System Calling Card Services are defined as calls terminating on an ICN owned toll free number specifying an authorization code registered to (CUSTOMER).
1.2 These were formerly referred to as "701" cards and Toll Free Calling Cards.
1.3 Use of this service is restricted to inbound calling to the state of Iowa Capitol Complex.
1.4 All references to section numbers herein refer to this Addendum, unless specified otherwise.

SECTION 2. GUARANTEE OF SERVICE AVAILABILITY

2.1 ICN warrants that Capitol Complex System Calling Card Services will be operational no less than 99.9% on a defined service area basis, see Appendix I, during a calendar year.
2.2 ICN Capitol Complex System Calling Card Services utilizes any phone within the United States, exclusive of certain high risk cities, including pay telephones, at any location, by dialing 1+ the ICN toll free number, and entering the personal identification number per instructions.

SECTION 3. ISSUANCE OF CAPITOL COMPLEX SYSTEM CALLING CARD SERVICES

3.1 Contact the ICN point(s) of contact, as defined in Section 6.2.1 of the Agreement, for issuance or cancellation of an ICN Capitol Complex System Calling Card.
3.2 ICN Capitol Complex System Calling Card Service installation will occur within 6 business days after receipt of the order by the ICN.
3.3 ICN Capitol Complex System Calling Card cancellation occurs immediately upon notification of a cancellation request. In the event of a lost card, notify the ICN SSC immediately for cancellation.
3.4 There is no charge for issuance of Capitol Complex System Calling Cards.

SECTION 4. PRICING FOR CAPITOL COMPLEX SYSTEM CALLING CARD SERVICES

4.1 Charges for Capitol Complex System Calling Cards are rendered on a per minute basis.
4.2 The ICN reserves the right to modify the per minute rate for Calling Card Services with 60 days notice to (CUSTOMER) with justification to the agreement period.
4.3 The ICN charges for operator assistance/directory assistance per occurrence.

SECTION 5. INVOICING FOR CAPITOL COMPLEX SYSTEM CALLING CARD SERVICES

5.1 Capitol Complex System Calling Card Services will be invoiced to (CUSTOMER) on a monthly basis in accordance with Section 6.4.1 of the Agreement.

SECTION 6. FRAUD POLICY

6.1 ICN toll service Offerors continually identify, evaluate and implement fraud prevention and detection measures to protect the ICN and its customers. If fraud is suspected, the ICN is notified immediately, and subsequently the ICN will immediately notify (CUSTOMER) toll services points-of-contact. Once notification to (CUSTOMER) points-of-contact is made, all fraud prevention measures within the control of (CUSTOMER) owned PBXs, switches, voice trunks, telephony equipment, and other related networks and equipment become the responsibility of (CUSTOMER). The ICN will thoroughly investigate each fraud case on an individual case basis

and communicate to the customer in a timely fashion the outcome of each investigation. The ICN will *not* issue credit for invoiced charges for fraudulent use resulting from the negligence or willful acts of a customer or an authorized user of the ICN's service. (CUSTOMER) must immediately call the ICN's ICN SERVICE DESK when suspected fraud involving ICN toll services is detected.

ADDENDUM H

INTERNAL WIRING SERVICES

SECTION 1. DEFINITION OF SERVICE

1.1 Internal Wiring Services are defined as wiring connections inside (CUSTOMER)'s premise(s) that provide for telecommunications wiring of data and/or telephone connections.

1.2 This definition is for all (CUSTOMER) locations, and other authorized users, according to the Code of Iowa.

1.3 All references to section numbers herein refer to this Addendum, unless specified otherwise.

SECTION 2. GUARANTEE OF SERVICE AVAILABILITY

2.1 In accordance with Chapter 8D.3 of the Code of Iowa; the ICN will approve all plans, specifications and Requests for Services submitted by (CUSTOMER) for the installation of internal wiring, prior to the commencement of work on an internal wiring project. In the absence of agency submitted plans detailing the scope of the project, and upon request, the ICN will coordinate any consultation services needed for the preparation of internal wiring guidelines and specifications. The ICN shall provide for third-party contracts competitively acquired with authorized Offerors throughout the state of Iowa that are qualified by the ICN to provide Internal Wiring Services.

2.2 The ICN will be responsible for coordinating and monitoring the availability and workmanship relative to Internal Wiring Services, in the seat of government. The ICN will resolve all problems related to contractor's wiring for sites served by the ICN.

2.3 In situations where third party Offerors fail to perform according to (CUSTOMER) standards, (CUSTOMER) will notify the ICN of the failed workmanship. The ICN may choose to disqualify a Offeror based on workmanship or other related contract failures. The ICN, with (CUSTOMER), shall review the performance of any contracted Offeror upon notification to the ICN of the failed workmanship prior to reassigning that Offeror to another (CUSTOMER) project.

SECTION 3. PRICING FOR INTERNAL WIRING SERVICES

3.1 The ICN shall charge (CUSTOMER) the Capitol Complex rate plus materials for internal wiring projects performed on complex. The ICN shall charge (CUSTOMER) the out-state rate plus materials and trip charges for internal wiring projects performed in any (CUSTOMER) workplace off the Complex.

3.2 The ICN shall bill (CUSTOMER) for all internal wiring services. This shall include the billable direct expenses of the ICN and any of the pass-through expenses of the Offeror for hardware and materials.

ADDENDUM I

INTERNET GATEWAY SERVICES

SECTION 1. DEFINITION OF SERVICE

1.1 Internet Gateway Services are defined as use of the ICN's connections to the Internet. Such entrance into the Internet is achieved through connection to the ICN's Internet routers.

1.2 Internet Gateway Service may require a Data Transmission Service from (CUSTOMER)'s location to the ICN's point of presence. If Data Transmission Service is required, additional charges will apply. See Addendum E.

1.3 The ICN's responsibility for providing Internet Gateway Services is at the point at which a Data Transmission Service leased by (CUSTOMER) connects to the ICN Internet routers.

1.4 The ICN shall maintain the registration for the state of Iowa for Internet Protocol (IP) addresses. IP addresses shall be issued to (CUSTOMER) by the ICN.

1.5 All references to section numbers herein refer to this Addendum, unless specified otherwise.

SECTION 2. GUARANTEE OF SERVICE AVAILABILITY

2.1 Production service availability. ICN warrants that Internet Gateway Service will be operational no less than 99.9% on a Defined area basis, see Appendix I, for all "on net" service during a calendar year. On net service is defined as all circuits where the ICN is the sole provider of the circuit. Off net service involves the use of other telecommunications entities circuits, with or without ICN connectivity, to deliver ICN services. The ICN will make all reasonable efforts to maintain, restore and deliver the same level of service for off net circuits as stated for on net service, but shall not be held responsible for State of Iowa tariffs or service provider contracts that supercede this agreement. This warranty does not include restorative maintenance requirements that may occur, such as cable cuts, major equipment failures, etc.

2.1.1 Potential service affecting maintenance will be performed during the maintenance window hours between midnight and 6:00 a.m., unless such timing will be detrimental to service delivery.

2.1.2 When service delivery would be harmed by delaying maintenance requirements, the ICN will pursue restorative actions as deemed appropriate.

2.1.3 The ICN shall provide at least 72 hours notice to (CUSTOMER) of potential service affecting maintenance actions that may occur during the maintenance window defined in Section 2.1.1.

2.2 Internet Gateway Service utilizes IP addresses issued to subscribers for purposes of gaining access to the ICN Internet router. The ICN reserves the right to block access to inappropriate sites on the Internet without notification to (CUSTOMER).

SECTION 3. ADDITION OF INTERNET GATEWAY SERVICES

3.1 (CUSTOMER) may contact the ICN point(s) of contact, as defined in Section 6.2.1 of the Agreement, for the addition of Internet Gateway Services and/or additional IP addresses.

3.2 Installation time frames are dependent upon the Data Transmission Service, and whether a Switched Connection or Direct Connection is required. Refer to Section 6.1 of the Agreement.

SECTION 4. PRICING FOR INTERNET GATEWAY SERVICES

4.1 Charges for Internet Gateway Services are rendered on a flat fee basis, billed monthly. Charges vary by the rate of dedicated access speed desired by (CUSTOMER).

4.2 Charges are assessed in whole month increments. The first monthly charge is assessed as of the beginning of the month of installation of the Internet Gateway Service.

4.3 The ICN reserves the right to modify the charges for Internet Gateway Services with 60 days notice to (CUSTOMER) with justification to the agreement period.

SECTION 5. INVOICING FOR INTERNET GATEWAY SERVICES

5.1 Internet Gateway Service will be invoiced to (CUSTOMER) on a monthly basis in accordance with Section 6.4.2 of the Agreement.

ADDENDUM J

AUTHORIZED AND ACCEPTABLE INTERNET USE

SECTION 1. PURPOSE. ICN offers an enhanced service on the fiber optic network for (CUSTOMER), which permits access to the Internet, a public domain database. ICN agrees to provide (CUSTOMER) with access and use of the Internet in accordance with Iowa Code Chapter 8D and Iowa Administrative Code 751, and upon the terms and conditions contained in this Addendum including any exhibits, attachments and documents incorporated herein by reference. The terms of this Addendum and the Service Level Agreement that accompanies this Addendum supercede the terms of any Internet Access Enrollment Form and Agreement previously entered into between the (CUSTOMER) and the ICN.

SECTION 2. DEFINITIONS.

2.1 **Person** shall include without limitation any natural person or entity other than (CUSTOMER) as defined by Iowa Administrative Code 751-7.1(8D).

2.2 **Service** means ICN's Internet access service.

2.3 **Successful Integration** means ICN's circuit has been successfully installed and tested and the Service are available for Customer use, regardless of the status of the (CUSTOMER)'s equipment.

SECTION 3. RIGHTS AND OBLIGATIONS OF (CUSTOMER).

3.1 (CUSTOMER) shall at its own expense undertake all necessary preparations required to comply with ICN's installation and maintenance instructions. In addition, (CUSTOMER) shall provide to ICN and to suppliers of communications services reasonable access to Customer's premises to perform any acts required for Service.

3.2 **Prohibited Activities.** The following activities are prohibited:

3.2.1 (CUSTOMER) will not adversely affect the ICN Network and Services or other ICN customers or restrict or inhibit any other user from using or enjoying the Service and/or Internet in conformance with Iowa Code Chapter 8D, the Constitution of the State of Iowa and the Constitution of the United States.

3.2.2 (CUSTOMER) will not post or transmit any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law;

3.2.3 (CUSTOMER) will not post or transmit any information or software which contains a virus, worm, Trojan horses or other harmful components;

3.2.4 (CUSTOMER) will not upload, post, publish, transmit, reproduce, distribute, or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Internet which is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright holder or right holder;

3.2.5 (CUSTOMER) will not abuse or fraudulently use the Service in any way not specifically set forth above.

3.3 (CUSTOMER) shall only permit Persons described in 751 IAC Chapter 7 as permissible users of ICN services at (CUSTOMER)'s facilities. (CUSTOMER) shall adopt policies limiting Person's use of ICN services to the authorized uses described in 751 IAC Chapter 7. (CUSTOMER) shall adopt an acceptable use policy that prohibits Persons using ICN Internet services from engaging in the activities described in Section 3.2. Additionally, each (CUSTOMER) facility shall develop written use and access policies to comply with 751 IAC Chapter 14.1. Should (CUSTOMER) discover that any of its (CUSTOMER) or any other person who has access to the Service through the (CUSTOMER) whether authorized or not by the (CUSTOMER) have committed any of the above; (CUSTOMER) must take reasonable steps to enforce this Agreement. Failure to terminate any of the practices or activities outlined in Section 3.2.1 through 3.2.5 may result in termination of the Service in conformance with Iowa Administrative Code 751.

3.4 **Access** to the Service under this Agreement is intended for the use of the (CUSTOMER) as defined by Iowa Code Chapter 8D. (CUSTOMER) **shall not resell the Service to any unnamed entity.** Nor shall (CUSTOMER) enter into any Iowa Code Chapter 28E Agreements with any unnamed entity for use of the Service. This does not preclude cooperative arrangements between (CUSTOMER) and ICN.

SECTION 4. EQUIPMENT OR SOFTWARE NOT PROVIDED BY ICN.

4.1 ICN shall not be responsible for the installation, operation or maintenance of equipment or software not provided by ICN, nor shall ICN be responsible for the maintenance or operation of transmission or reception of information by equipment or software not provided by ICN.

4.2 (CUSTOMER) shall be responsible for the use and compatibility of equipment or software provided by (CUSTOMER). In the event that (CUSTOMER) uses equipment or software not provided by ICN, which impairs (CUSTOMER)'s use of the Service, (CUSTOMER) should, nonetheless, be liable for payment for the Service. Upon notice from ICN that the equipment or software not provided by ICN is causing or is likely to cause hazard, interference or service obstruction, (CUSTOMER) shall eliminate the likelihood of the hazard, interference or service obstruction. (CUSTOMER) shall determine if it is necessary to employ ICN, at established rates, to troubleshoot difficulties caused by equipment or software not provided by ICN. (CUSTOMER) may, in its sole discretion, use its own employees or hire any qualified person to determine the source of the trouble caused by equipment or software not provided by ICN.

4.3 ICN shall not be responsible if any changes in the Service cause equipment or hardware not provided by ICN to become obsolete, require modification, or alteration, or otherwise affect performance of equipment or hardware not provided by ICN.

SECTION 5. RIGHTS AND OBLIGATIONS OF ICN; DISCLAIMER OF WARRANTIES

5.1 ICN shall operate and maintain the Service. (CUSTOMER) shall be responsible for maintaining its own network and routers that interface with the Service. ICN shall not be responsible for cabling that connects equipment not provided by ICN to ICN equipment or the Service.

5.2 (CUSTOMER) understands that (CUSTOMER) may access the Internet through the Service. (CUSTOMER) understands further that, except for certain products and services specifically identified as being offered by ICN, the ICN does not operate or control the Internet in any way, and that all merchandise, information and services offered or made available or accessible on the Internet are offered or made available or accessible by third parties who are not affiliated with ICN. There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the ICN and (CUSTOMER).

5.3 (CUSTOMER) assumes total responsibility and risk for (CUSTOMER)'s use of the Service and the Internet. ***ICN DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE INTERNET, AND SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. IT IS SOLELY (CUSTOMER)'S RESPONSIBILITY AND ANY OTHER PERSON WHO HAS ACCESS TO THE SERVICE THROUGH THE (CUSTOMER) WHETHER AUTHORIZED OR NOT BY THE (CUSTOMER) TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE, PROVIDED THROUGH THE SERVICE OR THE INTERNET GENERALLY.***

5.4 (CUSTOMER) understands further that the Internet contains unedited materials some of which are sexually explicit or may be offensive to some people. (CUSTOMER) or any other person who has access to the Service through the (CUSTOMER) whether authorized or not by the (CUSTOMER) access to such materials is at (CUSTOMER)'s own risk. ICN has no control over and accepts no responsibility whatsoever for such materials.

5.5 The Service is provided on an "as is" and "as available" basis without warranties of any kind, either expressed or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by ICN shall create a warranty. ICN does not warrant that the Service will be uninterrupted or error free or that any information, software or other material accessible on the Service is free of viruses, worms, Trojan horses or other harmful components.

5.6 Under no circumstances shall ICN be liable for any direct, indirect, special, incidental, punitive or consequential damages that result in any way from (CUSTOMER)'s use of or inability to use the Service or to access the Internet or any part thereof, or (CUSTOMER)'s, or any other person who has access to the Service through the (CUSTOMER) whether authorized or not by the (CUSTOMER) reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, delays in operation, or transmission, or any failure of performance.

5.7 ICN has no obligation to monitor the Service. However, (CUSTOMER) agrees that ICN has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly or to protect itself or its subscribers. ICN will not intentionally monitor or disclose any private electronic-mail message unless required by law. ICN reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement or the law.

SECTION 6. FAILURE TO COMPLY WITH AGREEMENT.

6.1 ICN may deny (CUSTOMER) access to all or part of the Service, or may cut off (CUSTOMER)'s access or refuse to post or remove any information or materials proposed to be posted by (CUSTOMER) if (CUSTOMER), or any other person who has access to the Service through the (CUSTOMER) whether authorized or not by (CUSTOMER), engages in any conduct or activities that ICN in its sole discretion believes violates any of the terms and conditions in this Agreement.

6.2 If ICN denies (CUSTOMER) access to the Service because of a violation of this Agreement, neither the (CUSTOMER) nor any other person who has access to the Service through the (CUSTOMER) whether authorized or not by the (CUSTOMER) shall have any right:

6.2.1 To access through ICN any materials stored on the Internet;

6.2.2 To obtain any credit(s) otherwise due to (CUSTOMER) and such credit will be forfeited;

6.2.3 To access third party services, merchandise or information on the Internet through ICN.

6.3 ICN shall have no responsibility to notify any third-party providers of services, merchandise or information nor have any responsibility for any consequences resulting from lack of notification

6.4 ICN may take such further action as ICN determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and ICN shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from ICN's exercise of its rights under this SLA.

SECTION 7. RESERVED.

ADDENDUM K

ROUTER SUBSCRIPTION SERVICES

SECTION 1. DEFINITION OF SERVICE

1.1 Router Subscription Services are defined, as the lease of an ICN owned routing device for use in local area networking and data connections.

1.2 Router Subscription Service may require a Data Transmission Service from (CUSTOMER)'s location to the ICN's point of presence. If Data Transmission Service is required, additional charges will apply. See Addendum E.

1.3 The ICN's responsibility for providing Router Subscription Services is at the front side of the router (i.e. the point at which the ICN's router connects to (CUSTOMER)'s LAN).

1.4 All references to section numbers herein refer to this Addendum, unless specified otherwise.

SECTION 2. GUARANTEE OF SERVICE AVAILABILITY

2.1 Production service availability. ICN warrants that Router Subscription Service will be operational no less than 99.9% on a Defined area basis, see Appendix I, for all "on net" service during a calendar year. On net service is defined as all circuits where the ICN is the sole provider of the circuit. Off net service involves the use of other telecommunications entities circuits, with or without ICN connectivity, to deliver ICN services. The ICN will make all reasonable efforts to maintain, restore and deliver the same level of service for off net circuits as stated for on net service, but shall not be held responsible for State of Iowa tariffs or service provider contracts that supercede this agreement. This warranty does not include restorative maintenance requirements that may occur, such as cable cuts, major equipment failures, etc.

2.1.1 Potential service affecting maintenance will be performed during the maintenance window hours between midnight and 6:00 a.m., unless such timing will be detrimental to service delivery.

2.1.2 When service delivery would be harmed by delaying maintenance requirements, the ICN will pursue restorative actions as deemed appropriate.

2.1.3 The ICN shall provide at least 72 hours notice to (CUSTOMER) of potential service affecting maintenance actions that may occur during the maintenance window defined in Section 2.1.1.

2.2 Router Subscription Service provides for the routing device, 24 hours per day, 7 days per week, operations and management of the routing devices, and periodic upgrades of routing devices and software.

2.3 The ICN provides for restorative maintenance actions as reported by the (CUSTOMER) point(s) of contact, defined in Section 6.2.2 of the Agreement. The ICN, through its installation and maintenance partners, will provide for all necessary repair parts, without additional charge. Refer to Section 6.3 of the Agreement for trouble resolution.

2.4 Packet Delivery

2.4.1 The ICN guarantees a packet delivery rate of no less than 99.50% on net with a packet loss no greater than .50%. Packet Loss is defined as the percentage of packets that are dropped within the ICN Network.

2.4.2 The rate of packet delivery will be as measured by the ICN and sustained for over a 30 minute period.

2.4.3 Packet delivery will be determined for all components of the ICN network. ICN Network means the telecommunications/data communications network and network components owned, operated or controlled by the ICN, including the fiber backbone, any equipment connected to such fiber and owned, operated or controlled by the ICN, and the software and data used by the ICN in the provision of the Services. Where the ICN provides Service to a building through its own facilities, the ICN Network includes those facilities. The ICN Network does not include customer premises equipment, and any networks or network equipment not operated or controlled by the ICN.

2.4.4 Any packet loss equal to or less than .50% will be considered to be within normal operational standards.

SECTION 3. ADDITION OF ROUTER SUBSCRIPTION SERVICES

3.1 Contact the ICN point(s) of contact, as defined in Section 6.2.1 of the Agreement, for the addition of Router Subscription Services.

3.2 Installation time frames are dependent upon the Data Transmission Service, and whether a Switched Connection or Direct Connection is required. Refer to Section 6.1 of the Agreement.

SECTION 4. PRICING FOR ROUTER SUBSCRIPTION SERVICES

4.1 Charges for Router Subscription Services are rendered on a flat fee per month basis.

4.2 The ICN charges a one-time fee per port installation.

4.3 Charges are assessed in whole month increments. The first monthly charge is assessed as of the beginning of the month of installation of the Router Subscription Service.

4.4 The ICN reserves the right to modify the charges for Router Subscription Services with 60 days notice to (CUSTOMER) with justification to the agreement period.

SECTION 5. INVOICING FOR ROUTER SUBSCRIPTION SERVICES

5.1 Router Subscription Service will be invoiced to (CUSTOMER) on a monthly basis in accordance with Section 6.4.2 of the Agreement.

ADDENDUM L

DIALABLE WIDE BAND (COMPRESSED VIDEO) SERVICES

SECTION 1. DEFINITION OF SERVICE

1.1 Dialable Wide Band (Compressed Video) Services are defined as compressed video switching services that enable video conferencing on a T1 or less bandwidth platform.

1.2 Dialable Wide Band (Compressed Video) Services are enabled through dial up commands from (CUSTOMER)'s T1 video switching devices, through an ISDN Data Transmission Service to the ICN's switching device. (CUSTOMER) may choose the number of channels to use for each session, utilizing from 6 to 24 channels, depending upon clarity needs.

1.3 All Dialable Wide Band (Compressed Video) Service is considered "On-Demand" compressed video. Conference bridge applications (i.e. the ability to have greater than two compressed video sites conferencing at the same time) are also available.

1.4 Dialable Wide Band (Compressed Video) Service may require an ISDN Data Transmission Service from (CUSTOMER)'s location to the ICN's point of presence. If ISDN Data Transmission Service is required, additional charges will apply.

1.5 The ICN's responsibility for providing Dialable Wide Band (Compressed Video) Services is at the point at which the Data Transmission Service leased by (CUSTOMER) from the ICN connects to the ICN switching device.

1.6 Dialable Wide Band (Compressed Video) Services are categorized as "on-net" and "off-net" calls.

1.6.1 On-net calls are defined as calls originating AND terminating on the ICN Compressed Video network. For example, a (CUSTOMER) site is utilizing ICN's Dialable Wide Band (Compressed Video) Services conferencing with another (CUSTOMER) site utilizing ICN's Dialable Wide Band (Compressed Video) Services.

1.6.2 Off-net calls are defined as calls originating OR terminating on the ICN Compressed Video network, when the origination OR termination point is not on the ICN network. For example, a (CUSTOMER) site is utilizing ICN's Dialable Wide Band (Compressed Video) Services to conference with a site in another state, or with a DS3 ICN site.

1.7 All references to section numbers herein refer to this Addendum, unless specified otherwise.

SECTION 2. GUARANTEE OF SERVICE AVAILABILITY

2.1 The ICN warrants that Dialable Wide Band (Compressed Video) Services as defined in Section 1 will be operational no less than 99.9% on a defined service area basis, see Appendix I, during a calendar year.

2.1.1 Potential service affecting maintenance will be performed during the maintenance window hours between midnight and 6:00 a.m., unless such timing will be detrimental to service delivery.

2.1.2 When service delivery would be harmed by delaying maintenance requirements, the ICN will pursue restorative actions as deemed appropriate.

2.1.3 The ICN shall provide at least 72 hours notice to (CUSTOMER) of potential service affecting maintenance actions that may occur during the maintenance window defined in Section 2.1.1.

2.2 Dialable Wide Band (Compressed Video) Service provides for the compressed video switching devices that enable video signals over ISDN Data Transmission Service, 24 hours per day, 7 days per week, operations and management of the switching devices, and periodic upgrades of switching devices and software.

2.3 The ICN provides for restorative maintenance actions as reported by the (CUSTOMER) point(s) of contact, defined in Section 6.2.2 of the Agreement. The ICN, through its installation and maintenance partners, will provide for all necessary repair parts, without additional charge. Refer to Section 6.3 of the Agreement for trouble resolution.

SECTION 3. ADDITION OF DIALABLE WIDE BAND (COMPRESSED VIDEO) SERVICES

3.1 Contact the ICN point(s) of contact, as defined in Section 6.2.1 of the Agreement, for the addition of Dialable Wide Band (Compressed Video) Services.

3.2 Installation time frames are dependent upon the Data Transmission Service, and whether a Switched Connection or Direct Connection is required. Refer to Section 6.1 of the Agreement.

3.3 Installation fees will apply if an ISDN Data Transmission Service is required.

SECTION 4. PRICING FOR DIALABLE WIDE BAND (COMPRESSED VIDEO) SERVICES

4.1 Charges are assessed for use of the multi-point conferencing unit.

4.2 Usage charges for Dialable Wide Band (Compressed Video) Services are rendered on a per minute, per channel basis.

4.2.1 Charges are assessed in whole minute increments.

4.3 The ICN reserves the right to modify the charges for Dialable Wide Band (Compressed Video) Services with 60 days notice to (CUSTOMER) with justification during the agreement period.

SECTION 5. INVOICING FOR DIALABLE WIDE BAND (COMPRESSED VIDEO) SERVICES

5.1 Dialable Wide Band (Compressed Video) Services will be invoiced to (CUSTOMER) on a monthly basis in accordance with Section 6.4.2 of the Agreement.

ADDENDUM M

ICN CONFERENCING SERVICES

SECTION 1. DEFINITION OF SERVICE

1.1 ICN Conferencing Services are defined as voice services that provide the ability for multiple callers at separate locations to dial into a common phone number to allow for group communication.

1.2 ICN Conferencing Services provide the user with the following options:

1.2.1 A temporary or permanent phone number to use for conferencing,

1.2.2 The phone number is a toll free number,

1.2.3 Secured or non-secured access to the phone number. Secured access is provided by use of a PIN.

SECTION 2. GUARANTEE OF SERVICE AVAILABILITY

2.1 The ICN warrants that ICN Conferencing Services will be operational no less than 99.9% on a Defined area basis, see Appendix I, during a calendar year.

SECTION 3. ISSUANCE OF ICN CONFERENCING SERVICES

3.1 Contact the ICN point(s) of contact, as defined in Section 6.2.1 of the Agreement, for issuance or cancellation of an ICN Conferencing Service.

3.2 The ICN Conferencing phone number(s) will be assigned within 3 business days of receipt of a request by the ICN.

SECTION 4. PRICING FOR ICN CONFERENCING SERVICES

4.1 Charges for ICN Conferencing Services are rendered on a per minute, per call basis.

4.2 There is no charge for issuance of a phone number for ICN Conferencing Services.

4.3 The ICN reserves the right to modify the per minute rate for ICN Conferencing Services with 60 days notice to (CUSTOMER) with justification during the agreement period.

SECTION 5. INVOICING FOR ICN CONFERENCING SERVICES

5.1 ICN Conferencing Services will be invoiced to (CUSTOMER) on a monthly basis in accordance with Section 6.4.2 of the Agreement.

SECTION 6. FRAUD POLICY

6.1 ICN toll service Offerors continually identify, evaluate and implement fraud prevention and detection measures to protect the ICN and its customers. If fraud is suspected, the ICN is notified immediately, and subsequently the ICN will immediately notify (CUSTOMER) toll services points-of-contact. Once notification to (CUSTOMER) points-of-contact is made, all fraud prevention measures within the control of (CUSTOMER) owned PBXs, switches, voice trunks, telephony equipment, and other related networks and equipment become the responsibility of (CUSTOMER). The ICN will thoroughly investigate each fraud case on an individual case basis and communicate to the customer in a timely fashion the outcome of each investigation. The ICN will *not* issue credit for invoiced charges for fraudulent use resulting from the negligence or willful acts of a customer or an authorized user of the ICN's service. (CUSTOMER) must immediately call the ICN's ICN SERVICE DESK when suspected fraud involving ICN toll services is detected.

APPENDIX H: Disclosure Statement and Waiver Form

Disclosure Statement

CERTIFICATION AND DISCLOSURE REGARDING OFFEROR INFORMATION AND CONFLICTS OF INTEREST AND WAIVER OF CERTAIN LEGAL RIGHTS

In order to properly assess the identity and qualifications of Offerors, and to avoid apparent or actual conflicts of interest, Offerors and all other entities or persons specified in the RFP, which is incorporated by reference herein (collectively "Disclosing Parties") are required to submit and certify to accuracy of information regarding their ownership, organizational structure and affiliations. Disclosing Parties may also be required to provide additional information on the subjects covered herein depending upon the information and certifications made below. Failure to provide such information and certifications will render the Offeror and any other Disclosing Parties ineligible to acquire State of Iowa owned assets. **The information supplied on this disclosure statement will be made public.**

1. Disclosing Party identity and structure

a. Full name and address of Disclosing Party:
_____

b. Organizational structure of Disclosing Party (select one):
___ corporation
___ limited liability company
___ partnership
___ proprietorship
___ other (specify: _____)
c. Securities exchange on which shares traded (if any): _____
d. Trading symbol _____

2. Ownership and Control.

If the voting securities of Disclosing Party are not traded on a recognized national securities market in the U. S. or comparable market exchange outside of the U. S. list all individuals or entities owning any percentage of beneficial interest in the Disclosing Party:

Name and Address	% Interest

3. Conflicts of Interest.

Identify by listing below any material relationship[4] between the Disclosing Party (or any director, manager, officer or beneficial owner of the Disclosing Party) and any of the following: (a) officials of the Government of the State of Iowa; directors, managers, consultants, or advisors of the ICN; or members of the Iowa General Assembly (b) advisors or consultants of ICN who are advising or working with ICN with respect to the privatization of ICN any time during the period from the approval of 2011 Iowa Acts, Chapter 122, Section 8, as amended by the Senate to the present ; (c) advisors, consultants or employees of the Legislature, who are advising or working with the Legislature, with respect to the privatization of ICN any time during the period from the approval of 2011 Iowa Acts, Chapter 122, Section 8, as amended by the Senate to the present; and (d) the Escrow Agent or any of its directors, officers or owners of any percentage of its outstanding beneficial interests.

Parties in Relationship	Nature of Relationship

4. Relationship between the Disclosing Party and the ICN.

Identify by listing below any strategic business relationship between Disclosing Party and ICN which has existed at any time in the past five (5) years. Such relationship shall include, but not be limited to, joint ventures, contracts, alliances, partnerships, etc. For each relationship identified, provide a brief description of the nature of the relationship and the key terms thereof.

Nature of Relationship	Key Terms of Relationship

"Material relationship" means (a) a financial or business relationship (whether contractual, equitable or otherwise) within the last five (5) years reasonably valued at US One thousand Dollars ($1000) or more (b) or a family relationship within the third degree of consanguinity or affinity (which shall include all children, parents, grandchildren, siblings, grandparents, great-grandchildren, nieces, nephews, uncles, aunts, and great-grandparents, sand their spouses, of a person or of that person's spouse). "Official of the Government of the State of Iowa" means any person holding any elected office in of Iowa or any appointed member of the Government of the State of Iowa, including members of boards,

commissions and task forces, as well as any person working directly for the office of the Governor of Iowa or otherwise under contract to the office of the Governor of Iowa.

Certification and Waiver:

Disclosing Party, by the signature below of its duly authorized representative, (1) certifies under penalty of perjury that the information provided herein is complete and accurate, (2) agrees to be responsible for all of its proposal and bid preparation costs and (3) agrees to hold the Government of the State of Iowa, the ICN and its officials, legislators, directors, employees, consultants, counsel, contractors, subcontractors and advisors (collectively "Indemnified Persons") harmless from, and waives any rights at law or equity with respect to any damages, claims, losses, liabilities, costs and expenses including but not limited to attorneys' fees, accountants', consultants' and financial advisors' fees, travel, and lost wages, lost income, lost profits and other expectancy interests) (collectively "Losses") suffered or incurred in connection with the preparation and submission of its proposal to the ICN, the evaluation and negotiation of such proposal and attendant agreements, the selection or rejection of the Disclosing Party's proposal, or the Legislature, decision to approve or not approve the ICN privatization agreement(s), except if such Losses are due to the willful misconduct, criminal conduct, fraudulent conduct or gross negligence of an Indemnified Person.

Name	Date
Title	

APPENDIX I: Confidentiality Agreement

NONDISCLOSURE AGREEMENT

THIS AGREEMENT, is effective on _____, 20XX and is made by and between the **IOWA TELECOMMUNICATIONS AND TECHNOLOGY COMMISSION** operating the ICN (collectively ICN) and **Offeror ("_____").**

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is acknowledged, it is agreed as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 The ICN is an agency of the State of Iowa and is responsible for the development, management and operation of the fiber optic network owned and operated by the State of Iowa. The ICN is also responsible for ensuring compatibility with communication services available for authorized users of the network. The ICN's address is 400 East 14th Street, Grimes State Office Building, Des Moines, IA 50319

1.2 The **Offeror** true and correct corporate name is _____ . The business address for **Offeror** is (**Address)** _____.

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of allowing the ICN to receive certain information (Confidential Information) more fully described in Exhibit A from **Offeror.** ICN acknowledges that **Offeror** considers the Confidential Information to be proprietary, confidential and a trade secret for purposes of Iowa Code Chapter 22.

SECTION 3. CONFIDENTIAL INFORMATION GENERALLY.

3.1 The Confidential Information described in Exhibit A shall be treated as proprietary, confidential, and a trade secret regardless of the form, written, oral or electronic, in which it is disclosed.

3.2 All written or electronic Confidential Information shall be clearly marked as Confidential Information by **Offeror** at the time of disclosure to the ICN. If the Confidential Information is disclosed orally, **Offeror** must make a reasonable effort to apprise the ICN that the information is Confidential Information.

3.3 Offeror acknowledges that information and material in the hands of the ICN is generally public information unless it is specifically allowed by law to be maintained as Confidential Information.

3.4 In the event a public records request is made to ICN pursuant to Iowa Code Chapter 22 for records, which contain all, or part of the Confidential Information, ICN shall notify _____, as soon as possible, of the request by telephone and fax. ICN will respond to the request for information within fifteen (15) days following the date upon which _____ is notified of the request, with a release of the requested records unless _____ has obtained an injunction preventing release of the Confidential Information. Information which is released by ICN pursuant to the terms of this subsection shall not, following the date of such release, be deemed to be Confidential Information for purposes of this Agreement.

SECTION 4. ICN DUTIES RELATING TO CONFIDENTIAL INFORMATION. The ICN shall have the following duties relating to the Confidential Information:

4.1 The ICN shall restrict disclosure of the Confidential Information solely to those of its employees and attorneys with a need to know in order to accomplish the Purpose of this Agreement.

4.2 The ICN shall protect the Confidential Information from disclosure to or access by unauthorized persons.

4.3 The ICN shall use the Confidential Information solely for the Purpose of this Agreement and for no other purpose.

4.4 The ICN shall not duplicate the Confidential Information in any form, except as may be necessary to accomplish the Purpose of this Agreement.

4.5 The ICN shall advise each of its employees who receive the Confidential Information of the obligations of confidentiality and restrictions on the use set forth herein

4.6 The ICN shall immediately return the Confidential Information and all copies thereof, to **Offeror** upon the earlier of the expiration of the ICN's need therefor in order to accomplish the Purpose.

SECTION 5. NONDISCLOSURE EXCEPTIONS. The obligations of this Agreement do not apply to confidential Information which:

5.1 Was known to the ICN prior to the disclosure of the Confidential Information to the ICN by **Offeror**;

5.2 Was disclosed to the ICN without restriction by an independent third party having a legal right to disclose the Confidential Information;

5.3 Becomes public knowledge, other than through an act or failure to act of the ICN;

5.4 Is publicly available or in the public domain when provided;

5.6 Is independently developed by the ICN; or

5.7 Is disclosed pursuant to law or the order of a court or government authority.

5.8 The ICN shall bear the burden of establishing one or more of the above circumstances in order to be relieved of the obligations contained in this Agreement.

SECTION 6. ICN ACKNOWLEDGMENTS. The ICN acknowledges that:

6.1 Offeror has made no representation or warranty about the accuracy or completeness of the Confidential Information..

6.2 Offeror shall in its sole discretion determine what Confidential Information, if any, it will disclose to the ICN.

6.3 Offeror has made no commitment of any nature to enter into any transaction or to purchase or lease any equipment, software or services or to enter into any relationship with the ICN other than as set forth herein.

6.4 Offeror reserves the right, at any time and for any reason, to change the Confidential Information.

SECTION 7. DURATION AND COVERAGE OF AGREEMENT. The provisions of this Agreement shall apply to all Confidential Information disclosed by Offeror to the ICN during the period of time set forth in Exhibit A and shall thereafter survive until the occurrence of one of the events described in Section 5 of this Agreement.

SECTION 8. NO VIOLATION OF EXPORT ADMINISTRATION ACT. No Confidential Information will be exported to any country in violation of the United States Export Administration Act and the regulations thereunder.

SECTION 9. BREACH CAUSE IRREPARABLE HARM. A breach of this Agreement will cause immediate and irreparable harm to **Offeror** and shall entitle **Offeror** to injunctive or other affirmative relief, in addition to any other right which **Offeror** may have at law or equity

SECTION 10. CONTRACT ADMINISTRATION.

10.1 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by the parties.

10.2 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the ICN and **Offeror**.

10.3 Choice of Law and Forum. The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Agreement shall be brought in Des Moines, Iowa, in Polk

County District Court for the State of Iowa. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the ICN or the State of Iowa.

10.4 Integration. This Agreement represents the entire agreement between the parties and neither party is relying on any representation, which may have been made which is not included in this Agreement.

10.5 Headings or Captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

10.6 No Authority to Bind. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

10.7 Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the ICN and Offeror relating to the Confidential Information described in Exhibit A.

10.8 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the ICN and **Offeror**, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

10.9 Notices. Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to: **ICN:**

ICN
Attn.: Contracting Officer
400 East 14th Street
Grimes State Office Building
Des Moines, IA 50319

If to: **Offeror:** Offeror,

Attn.: _____

Address
City, State, Zip

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

10.10 Cumulative Rights. The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them is exclusive of the others or exclusive or any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

10.11 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

10.12 Authorization. Each party to this Agreement represents and warrants to the other that:

10.12.1 It has the right, power and authority to enter into and perform its obligations under this Agreement.

10.12.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

10.13 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives

10.14 Counterparts. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

10.15 Further Assurances and Corrective Instruments. The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

10.16 Compliance with Laws and Regulations. Both parties shall comply with all applicable state and federal laws, rules, ordinances, regulations and orders. The parties to this Agreement declare that they have complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

SECTION 11. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good an valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

OFFEROR

By: _____ Date:_____

Title: _____

State of Iowa, Iowa Technology and Telecommunications Commission operating the ICN

By: _____ Date: _____

Title: _____

EXHIBIT A

Offeror must identify information it considers the Confidential Information to be proprietary, confidential and a trade secret for purposes of Iowa Code Chapter 22.

APPENDIX J: List of ICN Collocation Sites

917 4th Ave	Ackley	50601	Part III	Ackley-Geneva HS	Standard
3384 Indigo Ave	Adair	50002	Part III	Adair-Casey Jr-Sr HS	Standard
801 Nile Kinnick Dr S	Adel	50003	Part II	Adel-Desoto HS	Standard
1916 High School Rd	Afton	50830	Part III	East Union HS	Standard
850 Kerr Dr	Akron	51001	Part III	Akron Westfield Sr HS	Standard
300 Orchard St	Albert City	50510	Part III	Albert City-Truesdale HS	Standard
503 B Ave E	Albia	52531	Part II	Albia HS	Standard
322 Ave C East	Albia	52531	Part III	Indian Hills CC Albia	Standard
131 Roosevelt St	Alburnett	52202	Part III	Alburnett Jr-Sr HS	Standard
209 Center St	Alden	50006	Part III	Alden HS	Standard
1511 E North St	Algona	50511	National Guard	Iowa National Guard-Algona	Standard
2111 HWY 169 N	Algona	50511	Part II	Iowa Lakes CC-Algona	Standard
600 S Hale St	Algona	50511	Part III	Algona HS	Standard
1224 N McCoy St	Algona	50511	Part III	Bishop Garrigan HS	Standard
315 NE 141st Ave	Alleman	50007	Part III	North Polk Jr-Sr HS	Standard
513 Birch St	Allison	50602	Part II	Allison Bristow HS	Standard
101 W 5th St	Alta	51002	Part III	Alta HS	Standard
700 8th St SW	Altoona	50009	Part III	Altoona Public Library	Standard
800 Lincoln Way	Ames	50010	0	DOT Ames Main Complex	Standard
1921 Ames High Dr	Ames	50010	Part II	Ames HS	Standard
Iowa State University	Ames	50014	University	ISU-Black Engineering Bldg	Standard
209 Sadie St	Anamosa	52205	Part III	Anamosa HS	Standard
406 N High St	Anamosa	52205	Part III	DOC Anamosa Mens Reformatory	Standard
1000 Victory Park Rd	Anita	50020	Part III	CAM HS	Standard
1918 SE Hulsizer Rd	Ankeny	50015	0	COMM-Ankeny	Standard
2240 S Ankeny Blvd	Ankeny	50015	0	DCI Lab Building	Standard
6310 SE Convenience Blvd	Ankeny	50021	0	DOT Ankeny Drivers License Station	Standard
2200 S Ankeny Blvd	Ankeny	50021	0	Iowa Laboratories Facility	Standard
2230 S Ankeny Blvd	Ankeny	50021	0	AG-Ag And Land, Ankeny Crime Lab-Bldg E	Standard
2210 S Ankeny Blvd	Ankeny	50021	0	AG-Metrology Lab, Ankeny Crime Lab-Bldg F	Standard
2006 S Ankeny Blvd	Ankeny	50021	Part I	DMACC-Ankeny Campus	Standard
1302 NW Ankeny Blvd	Ankeny	50021	Part III	Ankeny HS	Standard
1210 NW Prairie Ridge Rd	Ankeny	50021	Part III	Kirkendall Pub Library	Standard
105 NW Pleasant St	Ankney	50023	0	Parkview Middle School	Standard
215 10th St	Aplington	50604	Part III	Aplington Middle School	Standard
3202 40th St	Arlington	50606	Part III	Starmont CSD-Starmont Middle School	Standard
600 4th Ave	Armstrong	50514	Part III	Armstrong-Ringsted HS	Standard
1201 E 14th St	Atlantic	50022	0	Atlantic HS	Standard
1100 Linn St	Atlantic	50022	Part II	Atlantic Middle School	Standard
507 Poplar St	Atlantic	50022	Part III	Atlantic Carnegie Public Library	Standard
601 Southside Ave	Audubon	50025	National Guard	Iowa National Guard-Audubon	Standard
800 3rd Ave	Audubon	50025	Part II	Audubon HS	Standard
300 Ash St	Aurelia	51005	Part III	Aurelia HS	Standard
300 Grant St	Avoca	51521	Part III	A-H-S-T HS	Standard
202 E State St	Baxter	50028	Part III	Baxter HS	Standard

315 Main St (Box 338)	Bayard	500290000	Part III	Bayard Public Library	Standard
1006 Illinois St	Bedford	50833	Part II	Bedford Com HS	Standard
904 12th St	Belle Plaine	52208	Part III	Belle Plaine Com Library	Standard
1601 State St	Bellevue	52031	Part III	Bellevue HS	Standard
106 N 3rd St	Bellevue	52031	Part III	Bellevue Public Library	Standard
502 Franklin St	Bellevue	52031	Part III	Marquette HS	Standard
440 E Main St	Belmond	50421	Part III	Belmond Public Library	Standard
411 10th Ave NE	Belmond	50421	Part III	Belmond-Klemme Com HS	Standard
300 Cedar St	Bennett	52721	Part III	Bennett Jr-Sr HS	Standard
500 Belmont Rd (EICC - Room 224)	Bettendorf	52722	Part I	Eastern Iowa CC-Bettendorf Belmont Bldg	Standard
729 21st St	Bettendorf	52722	Part III	AEA 9-Mississippi Bend Bettendorf	Standard
3333 18th St	Bettendorf	52722	Part III	Bettendorf HS	Standard
2950 Learning Campus Dr	Bettendorf	52722	Part III	Bettendorf Public Library	Standard
606 Illinois St	Blairsburg	50034	Part III	Northeast Hamilton HS	Standard
106 N East St	Bloomfield	52537	Part II	Davis County Community HS	Standard
501 E Locust St	Bloomfield	52537	Part III	Indian Hills CC-Davis Ctr Bloomfield	Standard
200 College Ave	Bode	50519	Part III	Twin River Valley HS	Standard
3rd and Garfield	Bondurant	50035	Part III	Bondurant-Farrar Middle School	Standard
1284 U Ave	Boone	50036	0	United Community School	Standard
700 Snedden Dr	Boone	50036	National Guard	Iowa National Guard-AASF Boone	Standard
1125 Hancock Dr	Boone	50036	Part II	DMACC-Boone Campus	Standard
500 7th St	Boone	50036	Part III	Boone HS	Standard
402 Greene St	Boone	50036	Part III	Ericson Public Library	Standard
420 9th Ave SW	Britt	50423	Part III	West Hancock HS	Standard
1090 Jackson St	Brooklyn	52211	Part III	Brooklyn-Guernsey-Malcolm HS	Standard
111 3rd Ave NW	Buffalo Center	50424	Part III	North Iowa HS	Standard
210 Court St	Burlington	52601	0	Burlington Public Library NEW LOCATION	Standard
3601 West Ave	Burlington	52601	Part III	AEA Great Prairie-Great River-West Burlington	Standard
421 Terrace Dr	Burlington	52601	Part III	Burlington HS	Standard
702 S Roosevelt Ave	Burlington	52601	Part III	Notre Dame HS	Standard
30850 Paragon Ave	Burnside	50521	Part III	Southeast Webster HS	Standard
2204 HWY 156	Bussey	50044	Part III	Twin Cedars Jr-Sr HS	Standard
1625 HWY 150 (PO Box 400)	Calmar	52132	Part I	Northeast Iowa CC-Calmar	Standard
1527 HWY 150	Calmar	52132	Part III	Northeast Iowa Community College-Dairy Barn	Standard
203 W South St	Calmar	52132	Part III	South Winneshiek HS	Standard
937 9th Ave	Camanche	52730	Part III	Camanche HS	Standard
430 School St	Carlisle	50047	Part III	Carlisle HS	Standard
1712 LeClark Rd	Carroll	51401	National Guard	Iowa National Guard-Carroll	Standard
906 N Grant Rd	Carroll	51401	Part II	DMACC-Carroll Campus	Standard
2809 N Grant Rd	Carroll	51401	Part III	Carroll HS	Standard
109 S Clark St	Carroll	51401	Part III	Kuemper Catholic HS	Standard
505 Johnson St NW	Cascade	52033	Part III	Cascade Jr-Sr HS	Standard
1205 Technology Pkwy	Cedar Falls	50613	0	Team Technical Services	Standard
3712 Cedar Heights Dr	Cedar Falls	50613	Part III	AEA 267 Cedar Falls	Standard
1015 Division St	Cedar Falls	50613	Part III	Cedar Falls HS	Standard
524 Main St	Cedar Falls	50613	Part III	Cedar Falls Public Library	Standard
5330 Nordic Dr	Cedar Falls	50613	Part III	Hawkeye Community College-Cedar Falls	Standard
1222 W 27th St	Cedar Falls	50613	University	ICN Location Gilchrist Hall-UNI	Standard
2304 College Ave	Cedar Falls	50613	University	UNI-Schindler Ed Ctr	Standard
6101 Gibson Dr NE	Cedar Rapids	52411	0	Viola Gibson Elementary School	Standard

1500 Wright Brothers Blvd SW	Cedar Rapids	52404	National Guard	Cedar Rapids AFRC	Standard
6301 Kirkwood Blvd SW (Kirkwood CC - Cedar Rapids)	Cedar Rapids	52404	Part I	Kirkwood CC-Cedar Rapids	Standard
4401 6th St SW	Cedar Rapids	52404	Part III	AEA 10 Grantwood-Cedar Rapids	Standard
1212 7th St SE	Cedar Rapids	52401	Part III	Cedar Rapids Metro HS	Standard
221 3rd Ave SE (Town Centre)	Cedar Rapids	52401	Part III	Cedar Rapids Town Centre	Standard
411 3rd St SE	Cedar Rapids	52401	Part III	DHS Cedar Rapids Regional Office	Standard
5455 Kirkwood Blvd SW	Cedar Rapids	52404	Part III	DOT-Cedar Rapids Processor Site	Standard
5400 Kirkwood Blvd SW	Cedar Rapids	52404	Part III	Four Oaks-Cedar Rapids	Standard
2205 Forest Dr SE	Cedar Rapids	52403	Part III	George Washington HS Cedar Rapids	Standard
4545 Wenig Rd NE	Cedar Rapids	52402	Part III	JFK HS Cedar Rapids	Standard
1330 Elmhurst Dr NE	Cedar Rapids	52402	Part III	Mount Mercy College	Standard
401 76th Ave SW	Cedar Rapids	52404	Part III	Prairie HS	Standard
1243 20th St SW	Cedar Rapids	52404	Part III	Thomas Jefferson HS Cedar Rapids	Standard
6300 42nd St NE	Cedar Rapids	52411	Part III	Xavier HS Cedar Rapids	Standard
613 Summit St (PO Box 296)	Center Point	52213	Part III	Center Point-Urbana HS	Standard
22800 Dewey Rd (Box 125B RR#1)	Centerville	52544	National Guard	Iowa National Guard-Centerville	Standard
700 N 1st St	Centerville	52544	Part II	Indian Hills CC-Centerville	Standard
600 High St	Centerville	52544	Part III	Centerville HS	Standard
400 Barber St	Central City	52214	Part III	Central City HS	Standard
501 N Grand St	Chariton	50049	Part II	Chariton HS	Standard
125 Grace Ave	Chariton	50049	Part III	Indian Hills CC-Chariton	Standard
2003 Clark St	Charles City	50616	National Guard	Iowa National Guard-Charles City	Standard
200 Harwood Dr	Charles City	50616	Part II	North Iowa Area CC Charles City	Standard
318 Salsbury Ave	Charles City	50616	Part III	Charles City HS	Standard
321 Main St	Charter Oak	51439	Part III	Charter Oak-Ute HS	Standard
600 W Bluff St	Cherokee	51012	Part II	Washington HS Cherokee	Standard
1200 W Cedar St	Cherokee	51012	Part III	DHS-Mental Health Institute	Standard
200 Victory Dr	Cherokee	51012	Part III	Western Iowa Tech CC-Cherokee	Standard
606 Adrian St	Churdan	50050	Part III	Paton-Churdan Jr-Sr HS	Standard
923 E Washington St	Clarinda	51632	Part II	IA Western Com Col-Clarinda	Standard
100 N Cardinal Dr	Clarinda	51632	Part III	Clarinda HS	Standard
16th and State St	Clarinda	51632	Part III	DOC-Clarinda Prison	Standard
309 3rd Ave NE	Clarion	505251113	Part III	Clarion-Goldfield Middle School	Standard
318 N Mather St	Clarksville	50619	Part III	Clarksville HS	Standard
9184 B 265th St	Clear Lake	50428	Part III	AEA 267 Northern Trails-Clear Lake (Old AEA 2)	Standard
125 N 20th St	Clear Lake	50428	Part III	Clear Lake HS	Standard
1200 13th Ave N	Clinton	52732	National Guard	Iowa National Guard-Clinton	Standard
1000 Lincoln Blvd (Room 112)	Clinton	52732	Part II	Eastern Iowa CC-Clinton Media Center	Standard
1951 Manufacturing Dr	Clinton	52732	Part III	Clinton Community College-Graphic Arts	Standard
8th Ave S & 9th St	Clinton	52732	Part III	Clinton HS	Standard
312 S 4th St	Clinton	52732	Part III	Prince of Peace	Standard
409 East St	Colesburg	52035	0	Edgewood-Colesburg Elementary School	Standard
204 N League Rd	Colfax	50054	Part III	Colfax-Mingo HS	Standard
606 Iowa Ave	College Springs	51637	Part III	South Page Sr HS	Standard
919 West St	Colo	50056	Part III	Colo Sr HS	Standard
1004 Colton St	Columbus Junction	52738	Part III	Columbus Junction HS	Standard
232 2nd St	Columbus Junction	52738	Part III	Columbus Junction Public Library	Standard
206 Grundy Ave	Conrad	50621	Part III	BCLUW HS	Standard
905 North St	Coon Rapids	50058	Part III	Coon Rapids-Bayard HS	Standard
2779 Heartland Dr	Coralville	52241	0	Iowa National Guard - Iowa City (Temporary)	Standard

1925 210th St (PO Box 190)	Corning	50841	National Guard	Iowa National Guard-Corning	Standard
904 8th St (Room 11)	Corning	50841	Part II	Corning HS	Standard
916 Hackberry St	Correctionville	51016	Part III	River Valley HS	Standard
408 SE Elm St (PO Box 127)	Corwith	50430	Part III	Corwith-Wesley HS	Standard
417 S East St	Corydon	50060	Health Care	Indian Hills CC-Wayne Co Hospital-Corydon	Standard
102 N Dekalb St	Corydon	50060	Part II	Wayne Community HS	Standard
2415 Kanesville Blvd	Council Bluffs	51503	National Guard	Iowa National Guard-Council Bluffs	Standard
2700 College Rd (IWCC)	Council Bluffs	51503	Part I	Iowa Western CC-Council Bluffs	Standard
1205 Bonham St	Council Bluffs	51503	Part III	Abraham Lincoln HS	Standard
12 Scott St	Council Bluffs	51503	Part III	Council Bluffs CSD Vocational TV Center	Standard
400 Willow Ave	Council Bluffs	51503	Part III	Council Bluffs Public Library	Standard
417 E Kanesville Blvd	Council Bluffs	51503	Part III	DHS Council Bluffs Regional Office	Standard
8 S 6th St	Council Bluffs	51501	Part III	Federal Building-Council Bluffs	Standard
24997 HWY 92	Council Bluffs	51503	Part III	Green Hills AEA-Council Bluffs	Standard
3501 Harry Langdon Blvd	Council Bluffs	515037898	Part III	Iowa School for the Deaf	Standard
3820 Harry Langdon Blvd	Council Bluffs	51503	Part III	Lewis Central HS	Standard
300 W Broadway (Omni Center)	Council Bluffs	51503	Part III	Omni Center Council Bluffs	Standard
400 Gleason Ave	Council Bluffs	51503	Part III	St Albert Secondary School	Standard
2501 W Broadway	Council Bluffs	51501	Part III	Thomas Jefferson HS Council Bluffs	Standard
1000 Shroder Dr	Cresco	52136	Part II	Howard Winneshiek Com School	Standard
1020 2nd Ave SE	Cresco	52136	Part III	NEICC-Cresco Center	Standard
1501 W Townline St (SWCC)	Creston	508019981	Part I	Southwestern CC-Creston	Standard
1700 W Townline St	Creston	50801	Part III	Creston Hospital	Standard
601 W Townline St	Creston	50801	Part III	Creston HS	Standard
1405 N Lincoln St	Creston	50801	Part III	Green Hills AEA Green Valley-Creston	Standard
310 N Maple St	Creston	50801	Part III	Matilda J Gibson Memorial Library	Standard
120 5th St	Crystal Lake	50484	Part III	Woden-Crystal Lake Jr-Sr HS	Standard
802 15th St	Dallas Center	50063	Part III	Dallas Center-Grimes Middle School	Standard
419 S Main St	Danville	52623	Part III	Danville Jr-Sr HS	Standard
528 N Main St	Davenport	52801	LEC	CENTURY LINK Davenport CO on Main St	Standard
1437 Grant St	Davenport	52722	LEC	CENTURY LINK-Davenport CO on Grant St	Standard
9650 Harrison St (National Guard Flight Facility)	Davenport	52806	National Guard	Iowa National Guard-Mt Joy	Standard
518 W Locust St	Davenport	528032898	Part II	Saint Ambrose University	Standard
321 Main St	Davenport	52801	Part III	Davenport Public Library	Standard
8500 Hillandale Rd	Davenport	52806	Part III	Eastern Iowa CC-Adv Manufac Tech	Standard
326 W 3rd St (Kahl Bldg)	Davenport	52801	Part III	Eastern Iowa CC-Kahl Bldg Davenport	Standard
306 W River Dr	Davenport	52801	Part III	Eastern Iowa Community College District Office	Standard
131 E 4th St	Davenport	52801	Part III	Federal Courthouse Davenport	Standard
1002 W Kimberly Rd	Davenport	52806	Part III	Kimberly Center Adult Educ Center	Standard
626 W 53rd St	Davenport	52806	Part III	North HS-Davenport	Standard
425 E 11th St	De Witt	52742	Part III	Central HS Dewitt	Standard
100 E Claiborne Dr	Decorah	52101	Part III	Decorah HS	Standard
202 Winnebago St	Decorah	52101	Part III	Decorah Public Library	Standard
700 College Dr	Decorah	521011045	Part III	Luther College	Standard
3495 N Winn Rd	Decorah	52101	Part III	North Winneshiek Jr-Sr HS	Standard
107 South Street	Delhi	522230186	Part III	Maquoketa Valley Sr HS Delhi	Standard
12 N 35th St	Denison	51442	National Guard	Iowa National Guard-Denison	Standard
11 N 35th St	Denison	51442	Part II	Western Iowa Tech CC-Denison	Standard
819 N 16th St	Denison	51442	Part III	Denison HS	Standard
541 E Eagle St	Denver	50622	Part III	Denver Jr-Sr HS	Standard

100 E Army Post Rd	Des Moines	50315	0	DHS IME (Iowa Medicaid Enterprise)	Standard
601 SW 9th St	Des Moines	50309	0	DHS-CSC Riverpoint	Standard
215 E 7th St	Des Moines	50309	0	DPS Headquarters	Standard
717 E Court Ave	Des Moines	50309	0	East Court Office	Standard
1200 Grandview Ave	Des Moines	50316	0	Grandview College	Standard
400 SW 8th St	Des Moines	50309	0	ICN Customer-DHS-DPH-Iowa Boards	Standard
505 5th Ave (Insurance Exchange Bldg Suite 550)	Des Moines	50309	0	Insurance Exchange Bldg	Standard
603 E 12th St	Des Moines	50309	0	Iowa Building	Standard
2015 Grand Ave	Des Moines	50312	0	Iowa Finance Authority Des Moines	Standard
2323 Grand Ave	Des Moines	50312	0	Iowa Lottery	Standard
1445 E Grand Ave	Des Moines	50316	0	IPI Showroom	Standard
430 E Grand Ave	Des Moines	50309	0	IWD 430 E Grand Ave	Standard
1111 E Court Ave	Des Moines	50319	0	Judicial Building	Standard
5156 NE 22nd St	Des Moines	50313	0	Polk County Jail (New)	Standard
2309 Euclid Ave	Des Moines	50310	0	River Place	Standard
1375 E Court Ave	Des Moines	50319	0	State of Iowa IUB/OCA Building	Standard
2300 Grand Ave (Terrace Hill)	Des Moines	50312	0	Terrace Hill-Govenors Residence	Standard
2111 Grand Ave	Des Moines	50312	0	WOI Radio Des Moines ISU Office	Standard
4000 Lower Beaver Rd	Des Moines	50310	0	Woodlawn Elementary	Standard
1000 Grand Ave	Des Moines	50309	0	Des Moines Public Library	Standard
100 Court Ave	Des Moines	50309	Federal	Des Moines Federal Courthouse	Standard
535 SW 7th St	Des Moines	50309	Federal	SSA Disability Determination Services	Standard
321 E 12th St (Lucas Building)	Des Moines	50319	ICN HQ	Lucas Building	Standard
925 High St	Des Moines	50309	LEC	Century Link-Des Moines CO	Standard
312 8th St (Merchants Bldg)	Des Moines	50309	LEC	INS Iowa Network Services	Standard
666 Walnut St	Des Moines	50309	LEC	MCI POP-Des Moines (Financial Bldg)	Standard
3100 McKinley Ave	Des Moines	503212799	National Guard	Iowa Air National Guard Des Moines Airbase	Standard
907 Walnut St	Des Moines	50309	Part II	Des Moines CSD Administration	Standard
1800 Grand Ave	Des Moines	503093382	Part II	Des Moines Schools Central Campus	Standard
1007 E Grand Ave	Des Moines	50319	Part III	Capitol Building	Standard
602 E 1st St (City of Des Moines City Armory)	Des Moines	50309	Part III	City of Des Moines City Armory	Standard
1200 University Ave	Des Moines	50314	Part III	City View Plaza	Standard
200 10th St	Des Moines	50309	Part III	Clemens Bldg	Standard
920 Morgan St	Des Moines	50309	Part III	Culture Affairs	Standard
524 4th St	Des Moines	50309	Part III	Department of Blind	Standard
300 E Maple St	Des Moines	50309	Part III	Department of Commerce	Standard
1000 Porter Ave	Des Moines	503157236	Part III	Des Moines Alternative HS South	Standard
909 E River Dr	Des Moines	50316	Part III	Des Moines EOC Botanical Center	Standard
5800 Fleur Dr (Room 201)	Des Moines	503212890	Part III	Des Moines International Airport	Standard
3200 Grand Ave	Des Moines	50312	Part III	Des Moines University-Osteopathic Medical Center	Standard
601 Grand Ave	Des Moines	50309	Part III	Diocese of Des Moines	Standard
1100 7th St	Des Moines	50314	Part III	DMACC-Des Moines Urban Campus	Standard
7900 Hickman Rd	Des Moines	50322	Part III	DNR West Air Quality Division	Standard
260 NW 48th Place	Des Moines	50313	Part III	DPS-DSM Iowa State Patrol Post 1	Standard
2717 Carpenter Ave	Des Moines	50311	Part III	Drake University-Jewett Hall	Standard
210 Walnut St (Federal Building)	Des Moines	50309	Part III	Federal Building Des Moines	Standard
400 E 14th St (Grimes Bldg)	Des Moines	50319	Part III	Grimes Office Building	Standard
1305 E Walnut St (Hoover Building)	Des Moines	50309	Part III	Hoover Building	Standard
4800 Aurora Ave	Des Moines	503102999	Part III	Hoover HS Des Moines	Standard
401 SW 7th St	Des Moines	50309	Part III	ICN FOT Riverpoint SW 7th	Standard

200 E Grand Ave	Des Moines	50319	Part III	ICN Location-IDED-COMM-IFA	Standard
1200 Pleasant St	Des Moines	50309	Part III	Iowa Methodist Medical Center-Des Moines	Standard
7401 Register Dr	Des Moines	50019	Part III	IPERS-Airport Location	Standard
150 Des Moines St	Des Moines	50309	Part III	IWD 150 E Des Moines St	Standard
1000 E Grand Ave	Des Moines	50319	Part III	IWD Office 1000 E Grand	Standard
510 E 12th St	Des Moines	50319	Part III	Jessie Parker Building	Standard
928 6th Ave	Des Moines	50309	Part III	Mercy College of Health Sciences	Standard
600 E Locust St	Des Moines	50319	Part III	New Historical Building	Standard
1112 E Grand Ave	Des Moines	50319	Part III	Ola Babcock Miller Bldg	Standard
925 Porter Ave	Des Moines	503157235	Part III	Orchard Place Campus School	Standard
1200 Grand Ave	Des Moines	50309	Part III	Pappajohn Center	Standard
5601 NE 7th St	Des Moines	50313	Part III	Saydel HS	Standard
3600 30th St	Des Moines	50310	Part III	VA Medical Center-Des Moines	Standard
301 E 7th St	Des Moines	50319	Part III	Vehicle Dispatch Building (DGS)	Standard
502 E 9th St (Wallace Bldg)	Des Moines	50319	Part III	Wallace State Office Bldg	Standard
403 W 2nd St	Diagonal	50845	Part III	Diagonal Jr-Sr HS	Standard
330 Main St	Dike	50624	Part III	Dike-New Hartford HS	Standard
2642 HWY 218	Donnellson	52625	Part III	Central Lee HS	Standard
404 Park Ave	Dows	50071	Part III	Dows Sr HS	Standard
1035 Radford Rd	Dubuque	52002	National Guard	Iowa National Guard-Dubuque	Standard
350 N Grandview Ave	Dubuque	52001	Part II	Dubuque City POP	Standard
2310 Chaney Rd	Dubuque	52001	Part III	AEA 1 Keystone-Dubuque	Standard
1229 Mt Loretta Ave	Dubuque	52003	Part III	Archdiocese-Office of Ed Svcs	Standard
360 W 11th St	Dubuque	520014697	Part III	Carnegie-Stout Library Dubuque	Standard
2300 Chaney Rd	Dubuque	52001	Part III	Dubuque Forum	Standard
1800 Clarke Dr	Dubuque	52001	Part III	Dubuque Senior HS	Standard
700 Main St	Dubuque	52001	Part III	Northeast Iowa CC Downtown Center Dubuque	Standard
2000 University Ave	Dubuque	520015050	Part III	University of Dubuque	Standard
2005 Kane St	Dubuque	520010599	Part III	Wahlert HS	Standard
509 S Canfield St	Dunkerton	50626	Part III	Dunkerton HS	Standard
1102 Iowa Ave	Dunlap	51529	Part III	Boyer Valley Jr-Sr HS	Standard
408 7th St	Durant	52747	Part III	Durant HS	Standard
1325 9th St SE	Dyersville	520402399	Part III	Beckman HS	Standard
216 S Park St	Eagle Grove	50533	National Guard	Iowa National Guard-Eagle Grove	Standard
316 NW 3rd St (Room 101)	Eagle Grove	50533	Part II	Iowa Central CC-Eagle Grove	Standard
1015 NW 2nd St	Eagle Grove	50533	Part III	Robert Blue Middle School	Standard
535 N Chestnut Ave	Earlham	50072	Part III	Earlham Sr HS	Standard
310 W Main St	Early	50535	Part III	Schaller-Crestland HS	Standard
1301 Berdan St	Eddyville	52553	Part III	Eddyville-Blakesburg Jr-Sr HS	Standard
17601 Monroe Wapello Rd	Eddyville	52553	Part III	IHCC-Eddyville	Standard
403 W Union St	Edgewood	52042	Part III	Edgewood-Colesburg Jr-Sr HS	Standard
4045 Ashland Rd	Eldon	52554	Part III	Cardinal Jr-Sr HS	Standard
1202 10th St	Eldora	50627	Part III	Eldora Public Library	Standard
1800 24th St	Eldora	50627	Part III	Eldora-New Providence HS	Standard
3211 Edgington Ave	Eldora	50627	Part III	State Training School	Standard
200 1st St	Eldridge	52748	Part III	North Scott Sr HS	Standard
214 Main St	Elgin	52141	Part III	Elgin Public Library	Standard
23493 Canoe Rd	Elgin	52141	Part III	Valley Comm HS Elgin	Standard
4114 Madison St	Elk Horn	51531	Part III	Elk Horn-Kimbleton HS	Standard
1400 2nd St NW	Elkader	52043	Part II	AEA 1 Keystone-Elkader	Standard

400 1st St NW	Elkader	52043	Part III	Central Comm Jr-Sr HS Elkader	Standard
3200 College Dr	Emmetsburg	50536	Part II	Iowa Lakes CC-Emmetsburg Campus	Standard
205 King St	Emmetsburg	50536	Part III	Emmetsburg HS	Standard
302 5th Ave W	Epworth	52045	Part III	Western Dubuque HS	Standard
111 Forbes St	Essex	51638	Part III	Essex Jr-Sr HS	Standard
403 S 18th St	Estherville	51334	National Guard	IANG-Estherville Armory	Standard
300 S 18th St	Estherville	51334	Part I	Iowa Lakes CC-Estherville	Standard
1520 Central Ave	Estherville	51334	Part III	Estherville HS	Standard
157 S Roosevelt Rd	Evansdale	50707	Part III	Bunger Middle School Evansdale	Standard
105 School St	Exira	50076	Part III	Exira Jr-Sr HS	Standard
2535 Viking Ave	Fairbank	50668	Part III	Wapsie Valley HS Fairbank	Standard
1501 W Stone Ave	Fairfield	52556	National Guard	Iowa National Guard-Fairfield	Standard
605 E Broadway Ave	Fairfield	52556	Part II	Fairfield HS	Standard
505 W Carpenter Ave.	Fairfield	52556	Part III	FMS #12 (Maintenance Shop)	Standard
114 S Court St	Fairfield	52556	Part III	Indian Hills CC-Fairfield	Standard
1000 N 4th St	Fairfield	52557	Part III	Maharishi International University	Standard
33727 Route J40 (Po Box 130 Bonaparte IA)	Farmington	52620	Part III	Harmony HS	Standard
907 Hartford Ave	Farragut	51639	Part III	Farragut Sr HS	Standard
104 W State St	Fayette	521420107	Part III	Fayette Public Library	Standard
401 Washington St (Fayette Building)	Fayette	52142	Part III	Upper Iowa University	Standard
308 310th St	Fenton	50539	Part III	Sentral Sr HS	Standard
112 1st St	Fontanelle	50846	Part III	Bridgewater-Fontanelle Middle School	Standard
206 W School St	Forest City	50436	Part II	Forest City Community HS	Standard
424 Central Ave	Fort Dodge	50501	0	Fort Dodge Public Library Central Ave	Standard
1659 Nelson Ave	Fort Dodge	505019613	National Guard	Iowa National Guard-Fort Dodge (Box 54-RR2)	Standard
330 Ave M (ICCC - Fort Dodge)	Fort Dodge	50501	Part I	Iowa Central CC-Fort Dodge	Standard
1550 L St	Fort Dodge	50501	Part III	DOC Fort Dodge Correctional Facility	Standard
819 N 25th St	Fort Dodge	50501	Part III	Fort Dodge HS	Standard
501 N 22nd St	Fort Dodge	50501	Part III	St Edmond HS	Standard
802 Kenyon Rd	Fort Dodge	50501	Part III	Trinity Regional Hospital	Standard
2600 Avenue A	Fort Madison	52627	0	Holy Trinity Jr-Sr HS	Standard
3 John Bennett Dr	Fort Madison	52627	Part III	DOC-Iowa State Penitentiary-Fort Madison	Standard
2001 Avenue B	Fort Madison	52627	Part III	Fort Madison High School	Standard
300 Main St	Fredericksburg	50630	Part III	Fredericksburg HS	Standard
525 E Main St	Fremont	52561	Part III	Fremont Middle School	Standard
Main St	Garden Grove	50103	Part III	Mormon Trail Jr-Sr HS	Standard
502 W Watson St	Garnavillo	520490017	Part III	Clayton Ridge MS	Standard
605 Lyon St	Garner	50438	Part II	Garner-Hayfield HS	Standard
306 Park St	Garwin	50632	Part III	GMG Jr-Sr HS	Standard
500 E Indiana Ave	George	51237	Part III	George-Little Rock Sr HS	Standard
103 Mathews Dr	Gilbert	50010	Part III	Gilbert Jr-Sr HS	Standard
405 16th Ave	Gilbertville	50701	Part III	Don Bosco HS	Standard
509 Washington St	Gladbrook	50635	Part III	Gladbrook-Reinbeck Middle School-Gladbrook	Standard
400 Sivers Rd	Glenwood	51534	Part II	Glenwood Middle School	Standard
711 S Vine St	Glenwood	51534	Part III	Glenwood State Hospital	Standard
3690 HWY 136	Goose Lake	52750	Part III	Northeast Jr-Sr HS Goose Lake	Standard
1005 Riddle St	Gowrie	50543	Part III	Prairie Valley HS	Standard
405 12th St S	Grand Junction	50107	Part III	East Greene Comm School	Standard
2200 State St	Granger	50109	Part III	Woodward Granger Elementary	Standard
208 N 4th St	Greene	50636	Part III	Greene Jr-Sr HS	Standard

410 NW 2nd St	Greenfield	50849	Part II	Nodaway Valley HS	Standard
3353 240th St	Grimes	50111	Part III	Dallas Center-Grimes CSD High School	Standard
1333 Sunset St	Grinnell	50112	Part II	Grinnell Community HS	Standard
123 6th St W	Grinnell	50112	Part III	Iowa Valley Community College Grinnell Center	Standard
20 Madison St	Griswold	51535	Part III	Griswold Community School District	Standard
1006 M Ave	Grundy Center	50638	Part II	Grundy Center Community HS	Standard
906 School St	Guthrie Center	50115	Part II	Guthrie Center HS	Standard
507 State St	Guthrie Center	50115	Part III	Guthrie Center Library	Standard
131 S River Park Dr	Guttenburg	52052	Part III	Clayton Ridge Elem/HS	Standard
105 E St	Hamburg	51640	Part III	Hamburg Jr-Sr HS	Standard
101 12th Ave NW	Hampton	50441	Part II	Hampton-Dumont HS	Standard
2102 Durant St	Harlan	51537	Part II	Harlan Community HS	Standard
718 Court St	Harlan	51537	Part III	Harlan Community Library	Standard
300 N 8th Ave	Hartley	51346	Part III	Hartley-Melvin-Sanborn HS	Standard
58962 380th St	Hastings	51540	Part III	East Mills MS	Standard
803 10th St	Hawarden	51023	Part III	Hawarden Public Library	Standard
1300 Avenue P	Hawarden	51023	Part III	West Sioux HS	Standard
315 W Grand St	Hinton	51024	Part III	Hinton HS	Standard
519 E Maple St	Holstien	51025	Part III	Galva-Holstein HS	Standard
200 E Chestnut St	Hubbard	50122	Part III	Hubbard-Radcliff HS	Standard
136 S Washington St	Hudson	50643	Part III	Hudson HS	Standard
401 5th St	Hudson	506430480	Part III	Hudson Public Library	Standard
801 1st St	Hull	51239	Part III	Boyden-Hull HS	Standard
1500 Wildcat RD (HWY 169 S)	Humboldt	50548	Part II	Humboldt HS	Standard
30 6th St N	Humboldt	50548	Part III	Humboldt Public Library	Standard
801 E 2nd St	Ida Grove	51445	Part II	Western Iowa Tech CC-Ida Grove Campus	Standard
900 John Montgomery Dr	Ida Grove	51445	Part III	Ida Grove Sr HS	Standard
514 5th Ave SE	Independence	50644	Part II	Independence HS	Standard
2277 Iowa Ave	Independence	50644	Part III	DHS Independence Mental Health Institute	Standard
1304 E 2nd Ave	Indianola	50125	Part II	Indianola HS	Standard
1787 HWY 182 N	Inwood	51241	Part III	West Lyon HS	Standard
855 S Dubuque St	Iowa City	52240	0	DHS-JUD-Johnson County Office	Standard
4540 Melrose Ave	Iowa City	52246	National Guard	ING Iowa City	Standard
1816 Lower Muscatine Rd	Iowa City	52240	Part II	Kirkwood CC Learning Center-Iowa City	Standard
509 S Dubuque St	Iowa City	52240	Part III	Iowa City CSD Admin Office	Standard
1901 Morningside Dr	Iowa City	52245	Part III	Iowa City HS	Standard
123 S Linn St	Iowa City	52240	Part III	Iowa City Public Library	Standard
2150 Rochester Ave	Iowa City	52245	Part III	Regina HS	Standard
601 HWY 6	Iowa City	52246	Part III	VA Hospital-Iowa City	Standard
204 S Madison St (UI - Lindquist Bldg)	Iowa City	52240	University	University of Iowa	Standard
230 N Madison St (UI - Chemistry Bldg)	Iowa City	52242	University	University of Iowa (Go Hawks!)	Standard
217 Georgetown Rd	Iowa Falls	50126	National Guard	Iowa National Guard-Iowa Falls	Standard
1100 College Ave	Iowa Falls	50126	Part II	Ellsworth Com Col-Iowa Falls	Standard
1903 Taylor Ave	Iowa Falls	50126	Part III	Iowa Falls HS	Standard
3219 HWY 24	Jackson Junction	52171	Part III	Turkey Valley Jr-Sr HS	Standard
505 Barrick Rd	Janesville	50647	Part III	Janesville Jr-Sr HS	Standard
101 Ram Dr	Jefferson	50129	Part II	Jefferson Scranton HS	Standard
1000 W Lincoln Way	Jefferson	50129	Part III	Greene County Medical Center	Standard
531 Prospect Rd	Jesup	50648	Part III	Jesup HS	Standard
315 Division St	Jewell	50130	Part III	South Hamilton Middle And HS	Standard

7105 NW 70th Ave	Johnston	50131	0	DPS-Johnston (Camp Dodge Academy Office)	Standard
6100 NW 78th (JFHQ)	Johnston	50131	ICN HQ	ICN-Camp Dodge-JFHQ	Standard
Building A9 (Camp Dodge 7700 NW Beaver Dr)	Johnston	50131	National Guard	Iowa National Guard	Standard
6500 Corporate Dr	Johnston	50131	Part III	AEA 11 Heartland-Johnston	Standard
7700 NW Beaver Dr (W-4 Railroad Ave)	Johnston	501310587	Part III	HLSEM Camp Dodge W-4	Standard
7700 NW Beaver Dr (Camp Dodge)	Johnston	50131	Part III	Iowa Law Enforcement Academy	Standard
7700 NW Beaver Dr - JFHQ (Room 149)	Johnston	50131	Part III	Iowa National Guard-JFHQ (Room 149)	Standard
6450 Corporate Dr	Johnston	50131	Part III	Iowa Public Television IPTV	Standard
6600 NW 62nd St	Johnston	50131	Part III	Johnston HS	Standard
9607 NW Beaver Dr	Johnston	50131	Part III	National Weather Service-Johnston	Standard
1421 540th St SW	Kalona	52247	Part III	Iowa Mennonite School	Standard
170 Blvd Rd	Keokuk	52632	National Guard	Iowa National Guard-Keokuk	Standard
335 Messenger Rd	Keokuk	52632	Part II	Southeastern Community College-Keokuk Campus	Standard
2285 Middle Rd	Keokuk	52632	Part III	Keokuk HS	Standard
210 N 5th St	Keokuk	52632	Part III	Keokuk Public Library	Standard
405 4th St	Keosauqua	52565	Part II	Van Buren Community HS	Standard
201 Main St	Keosauqua	52565	Part III	Indian Hills CC-Keosaqua Campus	Standard
400 N Ellis St	Keota	52248	Part III	Keota HS	Standard
90 Valley Dr	Kingsley	510280426	Part III	Kingsley Pierson HS	Standard
1015 N Lincoln St	Knoxville	50138	National Guard	Iowa National Guard-Knoxville	Standard
1811 W Madison St	Knoxville	50138	Part III	Knoxville HS	Standard
1515 W Pleasant St	Knoxville	50138	Part III	VA Hospital-Knoxville	Standard
200 Adams St	La Porte City	506511332	Part III	Union HS-LaPorte City	Standard
709 W Main St	Lake City	51449	Part III	Southern Cal HS	Standard
102 S 4th Ave E	Lake Mills	50450	Part III	Lake Mills Sr HS	Standard
105 Avenue A W	Lake Park	51347	Part III	Harris-Lake Park HS	Standard
801 Jackson St	Lake View	51450	Part III	Lake View Auburn HS	Standard
202 N Walnut St	Lamoni	50140	Part II	Lamoni HS	Standard
1 University Place	Lamoni	50140	Part III	Graceland University	Standard
569 Center St	Lansing	52151	Part III	Kee High School	Standard
1441 Gull Ave	Latimer	50452	Part III	CAL Com HS	Standard
300 W Garfield St	Laurens	50554	Part III	Laurens-Marathon HS	Standard
100 Tara Way	Lawton	51030	Part III	Lawton Jr-Sr HS	Standard
201 N Franklin St	Le Grand	50158	Part III	East Marshall Sr HS	Standard
940 Lincoln St SW	Le Mars	51031	0	Buena Vista University	Standard
1050 Lincoln St SE	Le Mars	51031	National Guard	Iowa National Guard-Le Mars	Standard
921 3rd Ave SW	Le Mars	51031	Part II	Le Mars HS	Standard
709 Plymouth St NE	Le Mars	51031	Part III	Gehlen Catholic School	Standard
600 S Locust St	Lenox	50851	Part III	Lenox HS	Standard
14354 170th St	Letts	52754	Part III	Louisa-Muscatine Jr-Sr HS	Standard
53265 Hitchcock Ave	Lewis	51544	Part III	ISU-Wallace Research Farm	Standard
1621 Tyler St	Liberty Center	50139	Part III	Southeast Warren Jr-Sr HS	Standard
200 W 6th St	Lineville	50147	Part III	Lineville-Clio CSD	Standard
235 School St	Lisbon	522530839	Part III	Lisbon HS	Standard
1200 N 2nd Ave	Logan	51546	Part III	Logan-Magnolia Jr-Sr HS	Standard
303 S Devoe St	Lone Tree	52755	Part III	Lone Tree Jr-Sr HS	Standard
405 Hanna Ave	Lu Verne	50560	Part III	Lu Verne Elementary School	Standard
599 N Kennedy Ave	Madrid	50156	Part III	Madrid HS	Standard
1505 E 15th St	Malvern	51551	Part III	East Mills HS	Standard
701 New St	Manchester	52057	Part II	West Delaware HS	Standard

300 N Franklin St	Manchester	52057	Part III	Manchester Public Library	Standard
755 Main St	Manilla	51454	Part III	Irwin Kirkman Manilla High School	Standard
105 S East St	Manly	50456	Part III	North Central Jr-Sr HS	Standard
209 10th St	Manning	51455	Part III	Manning HS	Standard
1601 15th St	Manson	50563	Part III	Manson Northwest Webster HS	Standard
501 S 7th St	Mapleton	51034	Part II	Maple Valley-Anthon-Oto HS	Standard
600 Washington St	Maquoketa	52060	Part II	Maquoketa HS	Standard
400 E Fenton St	Marcus	51035	Part III	Marcus-Meriden-Cleghorn HS	Standard
359 Hilton St	Marengo	52301	Part III	Iowa Valley Jr-Sr HS	Standard
3333 N 10th St	Marion	52302	Part III	Linn-Mar HS	Standard
675 S 15th St	Marion	52302	Part III	Marion HS	Standard
1095 6th Ave	Marion	52302	Part III	Marion Public Library	Standard
11 E Church St	Marshalltown	50158	0	DHS-Child Support Recovery Unit	Standard
9th & Summit St	Marshalltown	50158	National Guard	Iowa National Guard-Marshalltown	Standard
3700 S Center St (Iowa Valley CC)	Marshalltown	50158	Part I	Iowa Valley CC-Marshalltown	Standard
909 S 12th St	Marshalltown	50158	Part III	AEA 267 Arrowhead-Marshalltown (Old AEA 6)	Standard
1301 Summit St	Marshalltown	50158	Part III	Iowa Veterans Home	Standard
1602 S 2nd Ave	Marshalltown	50158	Part III	Marshalltown HS	Standard
390 Burlington Ave	Martensdale	50160	Part III	Martensdale-St Marys Jr-Sr HS	Standard
22 N Georgia Ave	Mason City	50401	0	ICN Customer-DHS-DOC-REV-JUD	Standard
1160 19th St SW	Mason City	50401	National Guard	Iowa National Guard-Mason City	Standard
500 College Dr (NIACC - Mason City)	Mason City	50401	Part I	North Iowa Area CC Mason City	Standard
1700 4th St SE	Mason City	50401	Part III	Mason City HS	Standard
2445 19th St SW	Mason City	50401	Part III	Newman Catholic HS	Standard
207 E 6th St	Massena	50853	Part III	CAM Middle School	Standard
300 Maxwell St	Maxwell	50161	Part III	Collins-Maxwell Comm HS	Standard
305 Pember St	Maynard	50655	Part III	West Central Jr-Sr HS	Standard
725 N Northfield St	Mediapolis	52637	Part III	Mediapolis HS	Standard
210 NW Main St (PO Box 158)	Melcher	50062	Part III	Melcher-Dallas HS	Standard
3023 220th Trail	Middle Amana	52203	Part III	Amana Clear-Creek Elementary School	Standard
16815 USHWY 34	Middletown	52638	National Guard	Middletown AFRC	Standard
1838 STHWY 86	Milford	51351	0	Lakeside Labs	Standard
901 H Ave	Milford	51351	Part III	Okoboji HS	Standard
307 W Mohawk Dr	Mingo	50168	0	Colfax Mingo Middle School	Standard
605 E Lincoln HWY	Missouri Valley	51555	Part II	Missouri Valley HS	Standard
300 Elm Ave SW	Mitchellville	50169	Part III	DOC Correctional Institute for Women	Standard
410 Pine St	Mondamin	51557	Part III	West Harrison HS	Standard
700 S Page St	Monona	52159	Part III	MFL-MAR-MAC HS	Standard
400 HWY 163	Monroe	50170	Part III	PCM HS-Monroe	Standard
504 N 4th St	Montezuma	50171	Part III	Montezuma HS	Standard
850 E Oak St	Monticello	52310	Part II	Monticello HS	Standard
220 Welter Dr	Monticello	52310	Part III	Kirkwood CC Monticello Pt II	Standard
505 N Trussell St	Moravia	52571	Part III	Moravia HS	Standard
311 Division St	Morning Sun	52640	Part III	Morning Sun Elementary School	Standard
305 E 8th St	Moulton	52572	Part III	Moulton-Udell HS	Standard
1001 E Columbus St	Mount Ayr	508542299	Part II	Mount Ayr HS	Standard
100 S Walnut St	Mount Pleasant	52641	National Guard	Iowa National Guard-Mount Pleasant	Standard
601 N Main St	Mount Pleasant	52641	Part II	Iowa Wesleyan College	Standard
2104 S Grand Ave	Mount Pleasant	52641	Part III	Mount Pleasant HS	Standard
1200 E Washington St	Mount Pleasant	52641	Part III	Mount Pleasant Treatment Center	Standard

525 Palisades Rd	Mount Vernon	52314	Part III	Mount Vernon HS	Standard
408 S 4th St	Moville	51039	Part III	Woodbury Central HS	Standard
216 Sherman St	Murray	50174	Part III	Murray Jr-Sr HS	Standard
1421 Park Ave	Muscatine	52761	National Guard	Iowa National Guard-Muscatine	Standard
5801 Grandview Ave	Muscatine	52761	National Guard	Muscatine AFRC	Standard
152 Colorado St	Muscatine	52761	Part II	Eastern Iowa CC-Muscatine	Standard
2705 Cedar St	Muscatine	52761	Part III	Muscatine HS	Standard
612 Greeley St	Nashua	50658	Part III	Nashua-Plainfield HS	Standard
33980 310th St	Neola	51559	Part III	Tri-Center HS	Standard
629 J Ave	Nevada	50201	LEC	Windstream Nevada CO	Standard
1001 15th St	Nevada	50201	Part III	Nevada HS	Standard
710 W Main St	New Hampton	50659	Part II	New Hampton HS	Standard
106 Jack Wilson Dr (PO Box 97)	New London	52645	Part III	New London Community School District	Standard
2163 135th St	New Sharon	50207	Part III	North Mahaska Jr-Sr HS	Standard
205 Clark St	Newell	50568	Part III	Newell-Fonda HS	Standard
1030 W 2nd St	Newton	50208	National Guard	Iowa National Guard-Newton	Standard
600 N 2nd St W	Newton	50208	Part II	DMACC-Newton Polytechnical Campus	Standard
307 S 60th Ave W	Newton	50208	Part III	DOC-Newton Facility	Standard
1203 S 60th Ave W	Newton	50208	Part III	DOC-Release Ctr (Old Riverview) Newton	Standard
800 E 4th St S	Newton	50208	Part III	Newton Sr HS	Standard
509 N Iowa Ave	Nora Springs	50458	Part III	Nora Springs-Rock Falls Jr-Sr HS	Standard
749 W Broadway St	North English	52316	Part III	English Valleys HS	Standard
704 7th St N (Vocational Bldg)	Northwood	50459	Part III	Northwood-Kensett Jr-Sr HS	Standard
1051 North Ave	Norwalk	50211	Part III	Norwalk Public Library	Standard
1201 North Ave	Norwalk	50211	Part III	Norwalk Sr HS	Standard
100 School Dr (PO Box 6)	Norway	52318	Part III	Norway Elementary School	Standard
HWY 218 & I80	Oakdale	52319	Part III	Iowa Medical And Classification Facility	Standard
501 Oakland Ave	Oakland	51560	Part III	Riverside Community HS	Standard
600 Maple St	Odebolt	51458	Part III	Odebolt-Arthur HS	Standard
1400 Industrial Park Dr	Oelwein	50662	0	NEICC Regional Academy for Math and Science	Standard
201 10th St SE	Oelwein	50662	National Guard	Iowa National Guard-Oelwein	Standard
300 12th Ave SE	Oelwein	50662	Part II	Oelwein Jr HS	Standard
732 W Division St (PO Box 250)	Ogden	50212	Part III	Ogden HS	Standard
212 Trilby St	Olin	523200320	Part III	Olin Jr-Sr HS	Standard
1314 15th St	Onawa	51040	Part III	West Monona Jr-Sr HS	Standard
101 7th St SW	Orange City	51041	Part II	Northwestern College	Standard
615 8th St SE	Orange City	51041	Part III	MOC-Floyd Valley HS	Standard
112 Albany Ave SE	Orange City	51041	Part III	Orange City Library	Standard
216 Michigan St SW	Orange City	51041	Part III	Unity Christian HS-Orange City	Standard
201 School St (PO Box 129)	Orient	50858	Part III	Orient-Macksburg Sr HS	Standard
820 Sawyer Dr	Osage	504611464	Part II	Osage Community HS	Standard
2520 College Dr	Osceola	50213	Part II	Southwestern CC Osceola	Standard
800 N Jackson St	Osceola	50213	Part III	Clarke Community HS	Standard
300 S Fillmore St	Osceola	50213	Part III	Osceola Public Library	Standard
2260 HWY 63	Oskaloosa	52577	National Guard	Iowa National Guard-Oskaloosa	Standard
1816 N 3rd St	Oskaloosa	52577	Part II	Oskaloosa HS	Standard
1710 N Market St	Oskaloosa	52577	Part III	Indian Hills CC-Oskaloosa	Standard
301 S Market St	Oskaloosa	52577	Part III	Oskaloosa Public Library	Standard
201 Trueblood Ave	Oskaloosa	52577	Part III	William Penn College	Standard
2858 N Court Rd	Ottumwa	52501	National Guard	Iowa National Guard-Ottumwa	Standard

525 Grandview Ave (IHCC - Ottumwa)	Ottumwa	52501	Part I	Indian Hills CC Ottumwa	Standard
2814 N Court St	Ottumwa	52501	Part III	AEA Great Prairie-Southern Prairie-Ottumwa	Standard
651 Indian Dr	Ottumwa	52501	Part III	Indian Hills CC-Joint Facility Ottumwa	Standard
501 E 2nd St	Ottumwa	52501	Part III	Ottumwa HS	Standard
1062 Birch Ave	Packwood	52580	Part III	Pekin Community HS	Standard
701 W Main St	Panora	50216	Part III	Panorama HS	Standard
610 N Johnson Rd	Parkersburg	50665	Part III	Aplington-Parkersburg HS	Standard
307 West Groesbeck	Paullina	51046	Part III	South OBrien HS	Standard
812 University St	Pella	50219	Part II	Central College	Standard
212 E University	Pella	50219	Part III	Pella HS	Standard
607 Main St	Pella	50219	Part III	Pella Public Library	Standard
10250 Sundown Rd (NICC - Peosta)	Peosta	52068	Part II	Northeast Iowa CC-Peosta	Standard
2930 Willis Ave	Perry	50220	National Guard	Iowa National Guard-Perry	Standard
1200 18th St	Perry	50220	Part III	Perry MS	Standard
417 Main St	Plainfield	50666	Part III	Nashua-Plainfield Middle School	Standard
5151 Maple Dr	Pleasant Hill	50317	Part III	Pleasant Hill Library	Standard
604 Belmont Rd	Pleasant Valley	52722	Part III	Pleasant Valley HS	Standard
415 Jones St	Pleasantville	50225	Part III	Pleasantville HS	Standard
205 Second Ave NW	Pocahontas	50574	Part II	Pocahontas Area HS	Standard
500 NE 6th St	Pocahontas	50574	Part III	AEA-8-Pocahontas	Standard
1400 W Broadway St	Polk City	50226	0	West Elementary School	Standard
202 E Harrison St	Pomeroy	50575	Part III	Pomeroy HS	Standard
312 W Post St	Postville	52162	Part III	Cora B Darling MS	Standard
2001 G Ave	Red Oak	51566	National Guard	Iowa National Guard-Red Oak	Standard
2300 4th St	Red Oak	51566	Part II	Southwestern CC-Red Oak	Standard
2011 N 8th St	Red Oak	51566	Part III	Red Oak HS	Standard
600 Blackhawk St	Reinbeck	50669	Part III	Reinbeck Comm HS	Standard
523 Madison St	Remsen	51050	Part III	Remsen St Marys HS	Standard
511 Roosevelt St	Remsen	51050	Part III	Remsen-Union HS	Standard
912 Woodland Ave	Riceville	50466	Part III	Riceville HS	Standard
1715 Vine St	Riverside	52327	Part III	Highland HS	Standard
350 Rodman Ave (Clock Tower Bldg)	Rock Island	61201	Federal	Army Corp of Engrs-Rock Island Arsenal	Standard
350 Rodman Ave	Rock Island	61201	Federal	Rock Island Arsenal	Standard
1105 Story St	Rock Rapids	51246	Part II	Central Lyon Middle School	Standard
1712 20th Ave	Rock Valley	51247	Part III	Rock Valley Jr-Sr HS	Standard
1460 HWY 147 E	Rockford	50468	Part III	Rockford Jr-Sr HS	Standard
210 S 2nd St	Rockwell	50469	Part III	Rockwell-Swaledale HS	Standard
1000 W Tonawanda St (Room 13)	Rockwell City	50579	Part II	South Central Calhoun Middle School	Standard
313 Lanedale	Rockwell City	50579	Part III	DOC North Central Correctional Facility	Standard
8325 NE University Ave	Runnels	50237	Part III	Southeast Polk Jr HS	Standard
300 S 11th St	Sac City	50583	Part II	Sac Jr-Sr HS	Standard
1001 W Main St	Sac City	50583	Part III	Sac City Public Library	Standard
206 E 8th St	Saint Ansgar	50472	Part III	St Ansgar HS	Standard
714 Date St	Schleswig	514610250	Part III	Schleswig Middle School	Standard
708 Warrior Rd	Sergeant Bluff	51054	Part III	Sergeant Bluff-Luton HS	Standard
100 S Park Ave	Seymour	52590	Part III	Seymour High School	Standard
504 Park St	Sheffield	50475	Part III	Sheffield-Chapin Comm HS	Standard
304 Western Ave	Shelby	51570	Part III	Shelby Jr HS	Standard
920 Western Ave	Sheldon	51201	National Guard	Iowa National Guard-Sheldon	Standard
603 W Park St	Sheldon	51201	Part I	Northwest Iowa Community College	Standard

1700 E 4th St	Sheldon	51201	Part III	Sheldon HS	Standard
601 W Ferguson Rd	Shenandoah	51601	National Guard	Iowa National Guard-Shenandoah	Standard
1000 Mustang Dr	Shenandoah	51601	Part III	Shenandoah HS	Standard
120 11th Ave NE	Sibley	51249	Part II	Sibley HS	Standard
2754 Knox Rd	Sidney	51652	Part II	Sidney HS	Standard
907 E Pleasant Valley St	Sigourney	52591	Part II	Sigourney Jr-Sr HS	Standard
909 E Jackson St	Sigourney	52591	Part III	Indian Hills CC-Sigourney	Standard
1382 4th Ave	Sioux Center	51250	Part II	Northwest AEA Sioux Center	Standard
550 9th St NE	Sioux Center	51250	Part III	Sioux Center HS	Standard
327 1st Ave NE	Sioux Center	51250	Part III	Sioux Center Public Library	Standard
3200 2nd Mech Dr	Sioux City	51111	National Guard	Iowa National Guard-Sioux City	Standard
4647 Stone Ave (WITCC - Sioux City)	Sioux City	51106	Part I	Western Iowa Tech CC-Sioux City	Standard
1021 Douglas St	Sioux City	51105	Part III	Bishop Heelan HS	Standard
822 Douglas St	Sioux City	51101	Part III	DHS Woodbury County Sioux City Field Office	Standard
4621 HWY 75 N	Sioux City	51108	Part III	DOT Sioux City RME Office	Standard
316 6th St	Sioux City	51103	Part III	Federal Courthouse Sioux City	Standard
1501 Morningside Ave	Sioux City	511061751	Part III	Morningside College	Standard
1520 Morningside Ave	Sioux City	51106	Part III	Northwest AEA Western Hills Sioux City	Standard
1121 Jackson St	Sioux City	51105	Part III	Sioux City CSD-Central Campus Lrng Ctr	Standard
5011 Mayhem Ave	Sioux City	51106	Part III	Sioux City East HS	Standard
4200 Cheyenne Blvd	Sioux City	51104	Part III	Sioux City North HS	Standard
529 Pierce St	Sioux City	511011203	Part III	Sioux City Public Library	Standard
2001 Casselman St	Sioux City	51103	Part III	Sioux City West HS	Standard
4440 HWY 71	Sioux Rapids	50585	Part III	Sioux Central HS	Standard
1000 1st St	Sloan	51055	Part III	Westwood HS	Standard
313 S Iowa St	Solon	52327	Part III	Solon HS (OLD)	Standard
320 W Main St	Solon	523330510	Part III	Solon Public Library	Standard
100 W 5th St	Spencer	51301	LEC	Century Link CO-Spencer	Standard
11 E 23rd St	Spencer	51301	National Guard	Iowa National Guard-Spencer	Standard
1950 Grand Ave	Spencer	51301	Part II	Iowa Lakes CC-Spencer	Standard
800 E 3rd St	Spencer	51301	Part III	Spencer HS	Standard
21 E 3rd St	Spencer	51301	Part III	Spencer Public Library	Standard
2700 Hill Ave	Spirit Lake	51360	Part II	Spirit Lake HS AEA 8	Standard
2008 Hill Ave	Spirit Lake	51360	Part III	Iowa Lakes CC-Spirit Lake	Standard
400 Academy St	Springville	52336	Part III	Springville Secondary School	Standard
605 W Elliott St	Stanton	51573	Part III	Stanton HS	Standard
102 E North St	Stanwood	52337	Part III	North Cedar HS	Standard
601 3rd St NW	State Center	50247	Part III	West Marshall HS	Standard
824 Flindt Dr	Storm Lake	50588	0	ICN Cust AEA8 IWD ISU ICCC	Standard
1601 Park St	Storm Lake	50588	National Guard	Iowa National Guard-Storm Lake	Standard
916 Russell St	Storm Lake	50588	Part II	Iowa Central CC-Storm Lake	Standard
610 W 4th St	Storm Lake	50588	Part III	Buena Vista University-Storm Lake	Standard
1009 Story St	Story City	50248	Part III	Roland-Story HS	Standard
1023 N 2nd St	Stuart	50250	Part III	West Central Valley CSD	Standard
12476 HWY 225 E	Sully	50251	Part III	Lynnville-Sully HS	Standard
802 W 6th St	Sumner	50674	Part III	Sumner Jr-Sr HS	Standard
203 5th St N	Swea City	50590	Part III	North Kossuth Sr HS	Standard
525 Main St (HWY 275)	Tabor	51653	Part III	Fremont-Mills Middle And Senior HS	Standard
1715 Harding St	Tama	52339	Part II	South Tama County HS	Standard
108 4th Ave (PO Box 27)	Thompson	50478	Part III	North Iowa Middle School	Standard

3003 HWY 22	Thornburg	50255	Part III	Tri-County HS Thornburg	Standard
330 Marengo Rd	Tiffin	523400199	Part III	Clear Creek Amana Midlle School	Standard
1410 N Cedar St	Tipton	52772	Part II	Kirkwood CC Learning Center-Tipton	Standard
400 E 6th St	Tipton	52772	Part III	Tipton HS	Standard
543 Dieckman St NE	Titonka	50480	Part III	Titonka Middle School	Standard
701 S Church St	Toledo	52342	Part III	DOC Iowa Juvenille Home Toledo	Standard
605 Walnut St	Traer	50675	Part III	North Tama HS	Standard
102 E Main St	Treynor	51503	Part III	Treynor Jr-Sr HS	Standard
209 9th Ave SW	Tripoli	50676	Part III	Tripoli Middle-Sr HS	Standard
3033 Lynx Dr	Troy Mills	52218	Part III	North Linn Senior HS	Standard
405 E North St	Truro	50257	Part III	Interstate 35 HS	Standard
629 North St	Underwood	51576	Part III	Underwood HS	Standard
3600 109th St	Urbandale	50322	LEC	PAETEC Urbandale Office	Standard
7701 Aurora Ave	Urbandale	50322	Part III	Urbandale CSD	Standard
3520 86th St	Urbandale	50322	Part III	Urbandale Public Library	Standard
400 1st St	Van Horne	52346	Part III	Benton Community Sr HS	Standard
520 1st Ave	Van Meter	50261	Part III	Van Meter Jr-Sr HS	Standard
110 S Main St (PO Box 18)	Ventura	50482	Part III	Ventura Jr-Sr HS	Standard
402 Harrison St	Victor	52347	Part III	HLV Jr-Sr HS	Standard
205 S 4th Ave	Villisca	50864	Part III	Villisca HS	Standard
111 W 3rd St	Vinton	52349	Part II	Kirkwood CC Learning Center-Vinton	Standard
1002 G Ave	Vinton	52349	Part III	Iowa Braille And Sight Saving School	Standard
212 W 15th St	Vinton	52349	Part III	Vinton-Shellsburg CSD	Standard
210 W 21st St	Vinton	52349	Part III	Vinton-Shellsburg HS	Standard
509 Central St	Walnut	51577	Part III	Walnut Jr-Sr HS	Standard
501 Buchanan St	Wapello	52653	Part II	Wapello Jr-Sr HS	Standard
501 HWY 1 S	Washington	52353	National Guard	Iowa National Guard-Washington	Standard
111 Westview Dr	Washington	52353	Part II	Kirkwood CC Learning Center Washington	Standard
1720 Maynard St	Waterloo	50701	0	Castle Hill School-AEA 267	Standard
515 Devonshire Dr	Waterloo	50701	0	Devonshire School-AEA 267	Standard
2245 W Big Rock Rd	Waterloo	50703	National Guard	Iowa National Guard-Waterloo AASF	Standard
3306 Airport Blvd	Waterloo	50703	National Guard	Iowa National Guard-Waterloo Armory	Standard
1501 E Orange Rd (Hawkeye CC)	Waterloo	50701	Part I	Hawkeye Community College-Waterloo	Standard
1407 Independence Ave	Waterloo	50707	Part III	DHS Black Hawk County Regional Office	Standard
214 High St	Waterloo	50703	Part III	East HS-Waterloo	Standard
1350 Katoski Dr	Waterloo	50701	Part III	Waterloo Central MS	Standard
415 Commercial St	Waterloo	50701	Part III	Waterloo Public Library	Standard
425 E Ridgeway Dr	Waterloo	50702	Part III	Waterloo West HS	Standard
905 Warrior Lane	Waukee	50263	Part III	Waukee Sr HS	Standard
1220 3rd Ave NW	Waukon	52172	0	NEICC Waukon	Standard
1059 3rd Ave NW	Waukon	52172	Part II	Waukon HS	Standard
1405 4th Ave SW	Waverly	50677	Part II	Waverly-Shell Rock Sr HS	Standard
222 9th St NW	Waverly	506770903	Part III	Wartburg College	Standard
1500 W Bremer Ave	Waverly	50677	Part III	Waverly Public Library	Standard
611 N Pearl St	Wayland	52654	Part III	Waco HS	Standard
1725 Beach St	Webster City	50595	Part II	Iowa Central CC Webster City	Standard
403 Elm St	Webster City	50595	Part III	IWD-Webster City	Standard
1001 Lynx Ave	Webster City	50595	Part III	Webster City HS	Standard
1634 HWY 22 E (PO Box 150)	Wellman	523560150	Part III	Mid-Prairie HS	Standard
609 S Monroe St	Wellsburg	50680	Part III	Wellsburg-Steamboat Rock HS	Standard

312 W Main St	West Branch	52358	Part III	Hoover Presidential Library	Standard
1500 W Agency Rd (SECC - Burlington)	West Burlington	52655	Part I	Southeastern Community College-West Burlington	Standard
408 W Van Weiss Blvd	West Burlington	52655	Part III	West Burlington HS	Standard
1601 48th St	West Des Moines	50266	0	ICN Customer Location-ATG-DHS-ICN-JUD-DOC	Standard
1025 Ashworth Road Ste 504	West Des Moines	50265	0	Iowa Mediation Services	Standard
1400 Buffalo Rd	West Des Moines	50265	Part III	Dowling HS	Standard
1776 Westlakes Parkway	West Des Moines	50266	Part III	Iowa Foundation for Medical Care	Standard
625 S 35th St	West Des Moines	50265	Part III	South Woods HS	Standard
4400 Westown Parkway	West Des Moines	50266	Part III	SSA-Administration Office	Standard
1140 35th St	West Des Moines	50266	Part III	Valley HS-Des Moines	Standard
3550 George Mills Civic Parkway	West Des Moines	50265	Part III	WDM Learning Center	Standard
400 N Spencer St	West Liberty	527761326	Part III	West Liberty Public Library	Standard
413 Ave C (PO Box 39)	West Point	52656	Part III	Marquette School Inc	Standard
210 N Vine St	West Union	521751226	Part III	Heiserman Memorial Library	Standard
600 N Pine St	West Union	521750073	Part III	North Fayette HS	Standard
108 Clinton St	Westside	51467	Part III	AR-WE-VA Jr-Sr HS (Westside Jr-Sr HS)	Standard
110 E Park Rd	Wheatland	52777	Part III	Calamus-Wheatland HS	Standard
606 West St	Whiting	51063	Part III	Whiting Sr HS	Standard
200 West St	Williamsburg	52361	Part II	Kirkwood CC Learning Center-Williamsburg	Standard
810 W Walnut St	Williamsburg	52361	Part III	Williamsburg Jr-Sr HS	Standard
1000 Cypress St	Wilton	52778	Part III	Wilton Jr-Sr HS	Standard
208 S Olive St	Winfield	52659	Part III	Winfield-Mt Union Jr-Sr HS	Standard
624 W Husky Dr	Winterset	50273	Part II	Winterset Sr HS	Standard
414 5th St N	Winthrop	50682	Part III	East Buchanan HS	Standard
501 Weare St	Woodbine	51579	Part III	Woodbine HS	Standard
1251 334th St	Woodward	50276	Part III	Woodward State Hospital And School	Standard
109 Green St	Wyoming	52362	Part III	Midland Community HS	Standard

APPENDIX K: List of Assigned Leases, Easements and Rights of Way

Book 1			
DOT 28E	9/24/1991	20 years	Statewide Rt-of-Way agreement for Construction and Maintenance Includes 10-year renewal - Renewal currently under review
Farmers Drainage District	5/1/1993	Effective Until Revoked	Permit Agreement. Terms: $100 per crossing per year. Revocation effective with 30 days written notice.
Garretson Drainage District - Woodbury Cty	5/1/1992	Effective Until Revoked	Permit Agreement. Terms: $100 per crossing per year. Revocation effective with 30 days written notice.
G.K Properties - Lot 10 - Iowa Fund Inc Industrial Park Sub Div - Polk Cty	2/4/2004	Perpetual	Easement. Terms: $100
City of Des Moines - Polk Cty			Terms: Right-of-way Mgmt Fee - Annual - Formula driven
City of Ankeny - Polk Cty	4/12/2004	20 years. Automatic 1-year renewals after initial term.	Agreement for access and ability to install fiber in City's duct. Terms: City allowed to have fiber installed with ICN's fiber as consideration to allow ICN to construct fiber within city.
Oakes Engineering - DM - Polk Cty	Jan-98	Undetermined	10 foot easment along south property line of 730 E. 2nd St. Cost: $300-600 identified in letter.
Frontier Natural Production Coop - Benton Cty	11/16/2001	Undetermined	Terms: $1.00 - Easement runs for 627 feet.
Eric/Carol Ziel - Boone Cty	6/15/1999	10 years w/4 10-year renewal options	Lease Agreement. Terms: $300 annually, adjusted at end of each 10-year period. Undetermined if renewed.
INS - Ceder Rapids area	9/8/1998	Expires 11/30/1999	"Share the Trench" agreement. Includes 2 amendments. Scope of services indicates each party is responsible for ongoing maintenance and repair of interduct owned by respective parties.
Little Sioux Intercounty Drainage District - Woodbury Cty	On or about January 20, 2004	Effective Until Revoked	Right-of-way Crossing Permit. Terms: $500 Annual fee.
Book 2			
City of Davenport, Scott Cty	10/18/2002		Permission to install "buried communications cable". ICN is responsible for obtaining all permits, easements, etc.
City of Dubuque, Dubuque Cty	11/10/1993 I	Annual renewal	License for Communications System Within Public Rights-of-Way….Upon review(Section 4, p.3) it appears license was up in 15 years, and possibly assumption is made by both parties that an annual paymnt made keeps license valid (p.5 (3))
Chicago, Central & Pacific Railroad, Waterloo, Iowa	11/11/1993	Indefinite (item 14)	License for Underground Pipelines, Cables, and Conduits
Fayette, Iowa	8/2/1993		Permission to construct, operate and maintain fiber optic cable system within rights-of-way of City of Fayette, Iowa
Decorah, Iowa	8/6/1993		Permission to construct, operate and maintain fiber optic cable system within the rights-of-way of the City of Decorah, Iowa.
Forest City, Iowa	8/4/1993		Permission to construct, operate and maintain fiber optic cable system within the rights-of-way of the City of Forest City, Iowa.
Sioux County, Iowa	7/13/1993		Permit Agreement for placing Fiber Optic Cable within Sioux County Right-of-Way along E. side of Sections 9, 16, 21, 28, and 33 T95N, R44W Holland Township.
Orange City, Iowa (Sioux County)	7/9/1993		Permission for the transmission of fiber optic cable along/under Primary Hwy 10 in town of Orange City, Iowa
Fort Dodge, Iowa	9/27/2011	Expires 6/1/2012	Agreement for Use of Highway Right-Of-Way for Utilities Accommodation for relocation of fiber optic cable
Fort Dodge, Iowa	12/7/1993		Approved Application for use of Highway Right-Of-Way for Utilities Accommodation for placing fiber optic cable within Fort Dodge, IA
Fort Dodge, Iowa	11/24/1993		Permit for Underground Construction on Public Rights-of-Way Easement Agreement for Trinity Regional Hospital & Fort Dodge Medical Center.
Storm Lake, Iowa	7/13/1993		Approved Application for use of Highway Right-Of-Way for Utilities Accommodation for placing fiber optic cable within Storm Lake, IA
Storm Lake, Iowa	7/7/1993		Permit for Underground Construction on Public Rights-of-Way Easement Agreement for City of Storm Lake, Iowa
Chicago, Central & Pacific Railroad, Waterloo, Iowa	7/14/1993	Annual payment	License 00297 for Underground Pipelines, Cables and Conduits
Chicago, Central & Pacific Railroad, Waterloo, Iowa	7/14/1993	Indefinite (item 14)	License 00296 for Underground Pipelines, Cables and Conduits
Waverly, Iowa	7/19/1993		Permit for Underground Construction on Public Rights-Of-Way to construct, operate and maintain fiber optic cable system within the rights-ofway of the City of Waverly, Iowa.
Cedar River Railroad, Waterloo, Iowa	8/23/1993	Indefinite (item 14)	License for Underground Pipelines, Cables, and Conduits
Waverly, Iowa (Bremer County)	7/26/1993		Approved Appliacation for use of Highway Right-of-Way for Utilities Accommodation for placing fiber optic cable within Waverly, Iowa
Davenport, Iowa	8/27/1993		Resolution 93-445 Approval to bury communications cable in Davenport, Iowa
Davenport, Iowa	1/10/1996		Approved Application for use of Highway Right-of-Way for Utilities AccommodationPermission to install buried communications cable
Davenport, Iowa	8/26/1993		Approved Application for use of Highway Right-of-Way for Utilities AccommodationPermission to install fiber optic cable
Davenport, Iowa	8/4/1993		Approved Application for use of Highway Right-of-Way for Utilities AccommodationPermission to install fiber optic cable
Clinton, Iowa	8/31/1993		Permission to construct, operate and maintain fiber optic cable system within Right-Of_wy of the City of Clinton, Iowa
Clinton, Iowa	11/8/1993		Permission to open cut 3 streets within City of Clinton for fiber optic cable placement
Clinton, Iowa	8/20/1993		Permission to lay fiber optic cable from Clinton Community College to Mt. St. Clare College in Clinton, Iowa
Coralville, Iowa	6/3/1993		Approved Application for Longitudinal Utilities Accommodation on Freeway

				Highway Right-Of-Way in Coralville to install fiber optic cable
Coralville, Iowa	5/28/1993			Approved Application for use of Highway Right-of-Way for Utilities Accommodation to lay fiber optic cable from Coralville to North Liberty
Johnson County Secondary Road Department	6/3/1993			Permission to place fiber optic cable in Right-of-Way of Secondary Roads in Johnson County.
North Liberty, Iowa	6/1/1993			Permission for underground construction on Public Rights-Of-Way to construct, operate and maintain fiber optic cable system within the rights-of-way of the City of North Liberty, Iowa.
Cedar Rapids, Iowa	10/21/1993			Approved Application fo rUse of Highway Right-of-Way for Utilities Accommodation to lay fiber optic cable
Cedar Rapids, Iowa	10/20/1993			Resolution 1883-10-93 permission to install buried communications cable from Kirkwood Community College to Mt Mercy College N.E.
Chicago, Central & Pacific Railroad, Waterloo, Iowa	10/11/1993		Indefinite (item 14)	License for Underground Pipelines, Cables, and Conduits
Chicago and North Western Transportation Company, Cedar Rapids, Iowa	11/8/1993		Undetermined	License to construct, install, maintain and use fiber optical cable
Chicago and North Western Transportation Company, Otis, Iowa	11/8/1993		Undetermined	License to construct, install, maintain and use fiber optical cable
Linn County, Cedar Rapids and Iowa City Railway Company (CRANDIC) Cedar Rapids, Iowa	11/18/1993		Undetermined	License Agreement for Occupation of Railway Corridor for installation and maintenance of buried fiber optic telecommunications cable in railroad right-of-way, Section 28, Township 83 North, Range 7 West (1st Street S.W.)
Linn County, Cedar Rapids and Iowa City Railway Company (CRANDIC) Cedar Rapids, Iowa	11/18/1993		Undetermined	License Agreement for Occupation of Railway Corridor for installation and maintenance of buried fiber optic telecommunications cable in railroad right-of-way, Section 10, Township 82, North, Range 7 West (Bowling Street); Section 3, Township 82 North, Range 7 West (Bowling Street)
Linn County, Cedar Rapids and Iowa City Railway Company (CRANDIC) Cedar Rapids, Iowa	11/18/1993		Undetermined	License Agreement for Occupation of Railway Corridor for installation and maintenance of buried fiber optic telecommunications cable in railroad right-of-way, Section 28, Township 83 North, Rnage 7 West (8th Avenue S.E.)
Hawkeye Land CompanyMitchellville, Iowa	5/17/1993		Undetermined	Permit for Underground Construction on Public Rights-of-Way to construct, operate and maintain fiber optic cable system within the rights-ofway of the City of Mitchellville, Iowa, easement grant for Iowa Interestate Railroad, Hartland, Inc., & Rail Development Corp.
Mitchellville, Iowa	5/20/1993		Undetermined	Approved Application for Longitudinal Utilities Accommodation on the Freeway Highway Right-of-Way to place buried cable North of Mitchellville, Iowa
Jasper County, Iowa	6/16/1993		Undetermined	Approved Application for Use of Highway Right-of-Way for Utilities Accommodation to place fiber optic cable in Jasper County
West Newton, Jasper County, Iowa	8/27/1993		Undetermined	Easement Agreement (Lot 1 thru 3)
West Newton, Jasper County, Iowa	8/27/1993		Undetermined	Easement Agreement (DMACC Bldg) (Lot 30,31)
Newton, Iowa	6/11/1993	I	Undetermined	Approved Application Right-of-Way Construction Permit to install fiber aptic cable N. 4th Ave W, W. 8th Street N., Newton, Iowa
Hawkeye Land Company,Newton, Iowa	6/18/1993		Undetermined	Approved Application for Wire or Cable Line Crossing under Properties and Track, 225 ft West of Mile Post 324 on 225, Newton, Iowa - install fiber optic cable
Hawkeye Land Company	6/18/1993		Undetermined	Approved Application for Wire or Cable Line Crossing under Properties and Track, 525 ft. West of Mile Post 323, Newton, Iowa - install fiber optic cable
Indianola, Iowa	6/22/1993		Undetermined	Approved Application for use of Highway Right-of-Way for Utilities Accommodation - to lay fiber optic cable (sticky note says "Link to Simpson College was never built")
Sioux City, Iowa	8/11/1993		Undetermined	UNAPPROVED Application for use of Highway Right-of-Way for Utilities Accommodation - to lay fiber optic cable in Sioux City, Iowa, but will not stand in way of physical construction in public right-of-way (to Morningside College)
Lamoni, Iowa	8/24/1993		Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation to lay fiber optic cable within Lamoni, Iowa (Decatur County)
Oskaloosa, Iowa	7/2/1993	I	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation to lay fiber optic cable in Oskaloosa, Iowa (Mahaska County)
Mount Pleasant, Iowa	5/21/1993		Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation to lay fiber optic cable in Henry County along Hwy 218 from Milepost 236.9 to 237.5
Book 3				
Algona, Iowa (Loop 250)	3/24/1993	I	Undetermined	Approved Application for Use of Highway Right-Of-Way for Utilities Accommodation to lay fiber optic cable Hwy US 18 (Kossuth County) - IDOT Permit # 55-703
Algona, Iowa (Loop 250)	3/24/1993		Undetermined	Approved Application for Use of Highway Right-Of-Way for Utilities Accommodation to lay fiber optic cable Hwy 169 (Kossuth County) - IDOT Permit # 55-706
Hancock/Kossuth County Line (Loop 250)	4/6/1993		Undetermined	Approved Application for Use of Highway Right-Of-Way for Utilities Accommodation to lay fiber optic cable Hwy US 18 Milepost 130.08 to 132.78 (Kossuth/Hancock County Line) - IDOT Permit # 55-707
Garner, Iowa (Loop 250)	3/18/1993		Undetermined	Approved Application for Use of Highway Right-Of-Way for Utilities Accommodation to lay fiber optic cable crossing US Hwy 69(Hancock County) - IDOT Permit # 41-673
Kossouth/Hancock County Line				Approved Application for Use of Highway Right-Of-Way for Utilities Accommodation to lay fiber optic cable crossing Hwy 18(Hancock County) - IDOT Permit # 41-674
Chicago and North Western Transportation Company, Algona, Iowa (Loop 250)	4/16/1993		Undetermined	License non-transferrable w/o written consent (item 11); revocable with 30-day written notice; subject to applicable taxes/assessments levied
Hancock County (Loop 250)	4/5/1993		Undetermined	Loop 250 Hancock County, Iowa Approved Application for use of County Highway Right-of-Way for Utilities Accommodations to lay 4 miles of fiber optic cable (refers to attached route map which is missing)
Soo Line Railroad Company, Garner, Iowa (Loop 250)	3/5/1993		Undetermined	Approved Permit Application Form to lay underground communications line - No license required
Garner, Iowa (Loop 250)	3/18/1993		Undetermined	Approved Permit for Underground Constructino on Public Rights-Of-Way to construct, operate and maintain fiber optic cable systwem within rights-of-way of the City of Garner, Iowa
Sibley, Iowa (Loop 450)	12/12/2005		12/31/2006	Approved Application and Agreement for Use of Highway Right of Way for Utilities Accommodation to relocate fiber optic cable - Hwy 60 - IDOT Permit # 72U-2006-002
Spirit Lake (Loop 450)	10/21/1997		Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation W from Hwy 9 (Dickinson County) - IDOT Permit # 30-895
Spirit Lake (Loop 450)	1/27/1993		Undetermined	Approved Permit for Underground Constructino on Public Rights-Of-Way to construct, operate and maintain fiber optic cable systwem within rights-of-way of

			the City of Spirit Lake, Iowa
Spirit Lake (Loop 450)	1/27/1993	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 71 to bury cable from Hwy 9 in Dickinson County - IDOT Permit # 30-792
Spirit Lake (Loop 450)	1/27/1993	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 9 to bury cable from Osceola County Line to Spirit Lake (Dickinson County) - IDOT Permit # 30-793
Osceola/Dickinson County Line (Loop 450)	12/8/1992	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 9 to bury cable from Dickinson County Line - IDOT Permit # 72-598
Sibley, Iowa (Loop 450)	12/8/1992	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 59 to bury cable from Sibley at Cty Rd A22 - IDOT Permit # 72-599
Osceola County Bd of Supervisors - Sibley, Iowa (Loop 450)	12/8/1992	Undetermined	Approved Application for Approval of Underground Construction on Osceola County, Iowa Right-of-Way to bury cable
Jackson County, Iowa (Loop 950)	2/9/1993	Undetermined	Approved Application for Approval of Underground Construction on Jackson County, Iowa Right-of-Way to bury fiber optic cable (references attached map which is missing)
Jackson County, Iowa (Loop 950)	1/25/1993	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 428 to bury cable from Hwy 61 (Jackson County) - IDOT Permit # 49-770
Maquoketa, Iowa (Loop 950)	2/2/1993	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 428 to bury cable from Hwy 61 (Jackson County) - IDOT Permit # 49-771
Maquoketa, Iowa (Loop 950)	2/2/1993	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 61 to bury cable from Hwy 428 (Jackson County) - IDOT Permit # 49-772
Dubuque County (Loop 950)	1/25/1993	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 151 to bury cable from Cty Rd Y31 - IDOT Permit # 31-920
Dubuque County (Loop 950)	1/25/1993	Undetermined	Approved Dubuque County Utility Permit to lay fiber optic cable, Prairie Creek/Vernon Twp, Dubuque Cty - Dubuque Cty Permit # 432
Benton County (Loop 1050)	8/10/1993	Undetermined	Utilities Permit
Buchanan County (Loop 1050)	3/1/1993	Undetermined	Approved Application for Approval of Underground Construction on Buchanan County Right-of-Way to lay fiber optic cable (references attached county route map which is missing) - Buchanan Cty Permit # 030193
Urbana, Iowa (Loop 1050)	4/23/1993	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of I-380/IA 150 to bury cable (Benton County) - IDOT Permit # 6-779
Benton County (Loop 1050)	2/10/1993	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 150/363 to bury fiber optic cable from Buchanan/Benton County Line - IDOT Permit # 6-780
Buchanan County (Loop 1050)	2/10/1993	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 150 to bury fiber optic cable from Benton/Buchanan County Line - IDOT Permit # 10-657
Burlington Northern Railroad, Defiance, Iowa (Loop 1350)	5/3/1993	Undetermined	Permit for Underground Fiber Optic Telephone Calbe Crossing at Defiance, Iowa (Shelby County) non-transferrable without written consent of Burlington - Permit # PX93-8015
Chicago and North Western Transportation Company, Denison, Iowa (Loop 1350)	3/19/1993	Undetermined	License to construct, install, maintain and use fiber telephone cable & nontrasferrable without written consent
Crawford County (Loop 1350)	2/8/1993	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 59 (Crawford County) from Hwy 141 - IDOT Permit # 24-715
Denison, Iowa (Loop 1350)	3/9/1993	Undetermined	Approved Application for Use of City Street Right Of Way for Utilities Accommodation to place direct buried cable
Crawford County (Loop 1350)	3/10/1993	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 59 from Shelby/Crawford County Line to Hwy 141 - IDOT Permit # 24-717
Shelby County (Loop 1350)	3/10/1993	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 59 from Crawford/Shelby County Line to Hwy 141 - IDOT Permit # 83-861
Harlan, Iowa (Loop 1350)	2/9/1993	Undetermined	Permit for Underground Construction on Public Rights-of-Way to construct, operate, and maitain fiber optic cable system within the rights-of-way of theCity of Harlan, Iowa.
Crawford County (Loop 1350) Denison, Iowa	3/9/1993	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 30 from Donna Reed Rd - IDOT Permit # 24-718
Crawford County (Loop 1350)	3/16/1993	Undetermined	Approved Application for use of County Highway Right Of Way for Utilities Accommodations of fiber optic cable (references attached route map which is missing) - Crawford Cty Permit # 93-2
Red Oak, Iowa (Loop 1450)	3/15/1993	Undetermined	Permit for Underground Constructino of Public Rights-of-Way to construct, operate and maintain fiber optic cable system within the rights-of-way of the City of Red Oak, Iowa
Burlington Northern Railroad, Malvern, Iowa (Loop 1450)	5/3/1993	Undetermined	Permit to excavate for, construct, maintain, and operate fiber optic telephone cable, Malvern, Iowa - Permit # PX93-8016
Montgomery County (Loop 1450), Red Oak, Iowa	3/15/1993	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 34 from Red Oak, Iowa to lay fiber optic cable - IDOT Permit # 69-631
Montgomery County (Loop 1450), Red Oak, Iowa	9/21/1998	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 34 from Red Oak, Iowa to lay fiber optic cable - IDOT Permit # 69-674
Mills County (Loop 1450), Glenwood, Iowa	3/15/1993	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 949 from US Hwy 34 to lay fiber optic cable - IDOT Permit # 65-675
Mills County (Loop 1450)	3/15/1993	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 34 from Montgomery/Mills County Line to lay fiber optic cable - IDOT Permit # 65-676
Burlington Northern Railroad, Red Oak, Iowa (Loop 1450)	7/29/1993	Undetermined	Permit to excavate for, construct, maintain, and operate fiber optic telephone cable, Red Oak, Iowa - Permit # PX93-13073
Burlington Northern Railroad, Lucas, Lucas County (Loop 1550)	3/19/1993	Undetermined	Written permission to lay fiber optic cable, Hwy 34, Lucas, Iowa - Insurance Addendum
Burlington Northern Railroad, Osceola, Clarke County (Loop 1550)	3/11/1993	Undetermined	Written permission to lay fiber optic cable, Hwy 34, Osceola, Iowa - Insurance Addendum

Osceola, Iowa (Loop 1550)	3/9/1993		Undetermined	Permit for Underground Construction on Public Rights-of-Way to construct, operate and maintain a fiber optic cable system within the rights-of-way of the City of Osceola, Iowa
Chariton, Iowa (Loop 1550)	3/2/1993		Undetermined	Lucas County, Iowa Utility Permit Application (approved) - Permit # 93-3
Clarke County (Loop 1550)	8/4/1992		Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 34 from Clark/Union County Line to I-35 to lay fiber optic cable - IDOT Permit # 20-693
Clarke County (Loop 1550)	3/3/1993		Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 34 from Lucas County Line to .3 miles West from I-35 to lay fiber optic cable - IDOT Permit # 20-705
Chariton Corp, Lucas County (Loop 1550)	2/2/1993		Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of Hwy 34 from Chariton Corp. Line to 0 miles E of Clark Cty Line to lay fiber optic cable - IDOT Permit # 59-764
Chariton, Iowa (Loop 1550)	2/15/1993		Undetermined	Permit for Underground Construction on Public Rights-of-Way to construct, operate and maintain a fiber optic cable system within the rights-of-way of the City of Chariton, Iowa
Burlington Northern Railroad, Chariton, Iowa (Loop 1550)	6/1/1993	I	Undetermined	Agreement granting permission to excavate for, construct, maintain, and operate fiber optic cable at or near Chariton, Iowa - Permit # PX93-8032
Washington, Iowa (Loop 1650)	3//16/1993		Undetermined	Resolution Accepting and Approving the Memorandum Agreement Regarding Buried Communications Cable - Resolution # 1993-12
Washington, Iowa (Loop 1650)	1/20/1993		Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of IA Hwy 92 from Washington, Iowa to lay fiber optic cable - IDOT Permit # 92-804
Washington, Iowa (Loop 1650)	1/20/1993		Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation for use of US Hwy 218 from Henry County Line to lay fiber optic cable - IDOT Permit # 92-805
Wapello, Iowa, Louisa County (Loop 1650)	1/18/1993		Undetermined	Approved Application for Approval of Underground Construction on Louisa County Right-of Way to bury cable
Washington County (Loop 1650)	1/26/1993		Undetermined	Approved Application for Approval of Underground Construction on Washington County Right-of Way to bury cable (references attached drawings which are missing)
Crawfordsville, Iowa (Loop 1650)	2/2/1993		Undetermined	Permit for Underground Construction on Public Rights-of-Way to construct, operate and maintain a fiber optic cable system within the rights-of-way of the City of Crawfordsville, Iowa
Soo Line Railroad Company, Washington, Iowa (Loop 1650) Book 4	1/18/1993		Undetermined	Approved Permit Application Form to lay underground communications line at or near Washington, Iowa
Pocahontas County (Link 514B)	5/19/1992		Undetermined	Approved Application for Approval of Underground Construction Across Organized Drainage District Lands In Iowa to bury cable, subject to all other relative legitimate costs, fees, expenses, including legal service costs.
Pocahontas County (Link 514B)	6/1/1992		Undetermined	Approved Application for Approval of Underground Construction on Pocahontas County Highway Right-of-Way to bury cable on Cty Rd P19 W from County Line, must reimburse for any inspection costs. (referenced attached construction drawings which are missing)
Gilmore City, Iowa	6/22/1992		Undetermined	Permit for Underground Construction on Public Rights-of-Way to construct, operate and maintain a fiber optic cable system within the rights-of-way of the City of Gilmore City, Iowa
Pocahontas County (Link 514B)	9/30/1992		Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation to bury cable using Hwy 3 from Pocahontas/Humboldt County Line into city of Pocahontas
Bradgate, Iowa (Link 514B)	4/13/1992		Undetermined	Permit for Underground Construction on Public Rights-of-Way to construct, operate and maintain a fiber optic cable system within the rights-of-way of the City of Bradgate, Iowa
No location mentioned (Link 514B)	3/2/1992		Undetermined	Approved Application for Approval of Underground Construction on County Right-of-Way to bury fiber optic cable (referenced attached map which is missing)
Avoca, Iowa (Link 1311B)	7/16/1992		Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation to bury cable using Hwy 83 East from Avoca, Iowa (Pottawattamie County) - IDOT Permit # 78-1171
Pottawattamie County (Link 1311B)	7/17/1992		Undetermined	Permit to place fiber optic communications cable in Pottawattamie County Road Right of Way (references plat with plans and specifications attached which are missing)
Pottawattamie County (Link 1311B)	6/2/2000		N/A	Agreement by ICN to make modifications in cable location costing approximately $1,800, Pottawattamie County, Kane Twp.
Council Bluffs, Iowa Pottawattamie County (Link 1302C)	7/13/1992		Undetermined	Approved Application for Longitudinal Utilities Accommodation on Freeway Highway Right of Way I-80 from Madison Ave, Council Bluffs , placing direct buried cable - IDOT Permit # 78-080-92-02
Council Bluffs, Iowa Pottawattamie County (Link 1302C)	7/28/1992		12/31/2006	License to lay fiber optic cable between I-80 and entrance to KBIN, IPTV Tower in Council Bluffs, Iowa (renewal term of 1 year 1/1 - 12/31, renews automatically unless notice received to contrary)
Osage, Iowa Mitchell County (Link 210A)	7/14/1992		Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation to bury cable using Hwy 218 North from Osage, Iowa - IDOT Permit # 66-623
Osage, Iowa Mitchell County (Link 210A)	7/14/1992		Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation to bury cable using Hwy 218 North from Osage, Iowa - IDOT Permit # 66-624
Mitchell County (Link 210A)	7/15/1992		Undetermined	Mitchell County Utility Permit to lay fiber optic communications in Township 98N/Township 99 (6.1 miles)
Osage, Iowa Mitchell County (Link 210A)	7/15/1992		Undetermined	City of Osage Utility Permit to lay fiber optic communications from N or SW Corner of Section 25, Township 98 to South of North Corp. Line of Osage (2 miles) - Permit #92-1
Council Bluffs, Iowa Pottawattamie County (Link 1302B)	4/28/1992		Undetermined	Easement Agreement to bury fiber optic cable in Council Bluffs, Iowa
Johnson County Secondary Road Department (Link 1010C)	3/4/2010		Undetermined	Utilities Permit Johnson County Secondary Road Department Approved application to bury fiber optic cable in Section 25 of Graham Township along Johnson Cedar Road, ICN must pay for on-site inspection personnel, if needed
Cedar County, Iowa (Link 1010C)	5/7/1992		Undetermined	Permit for Construction on Cedar County Right-of-Way on Secondary Route X30 from I-80 to Sec 20 (4 miles) to lay fiber optic cable- references plat setting out location of proposed line attached, which is missing.
Cedar County, Iowa (Link 1010B)	5/12/1992		Undetermined	Approved Application for Longitudinal Utilities Accommodation on Freeway Highway Right of Way to lay fiber optic cable along Freeway 80 in Cedar County - IDOT Permit # 16-080-92-02
Cedar County, Iowa (Link 1010B)	8/3/1992		Undetermined	Permit for Construction on Cedar County Right-of-Way on Secondary Route County Line Road from I-80 to public TV tower KIIN (5 miles) to lay fiber optic

			cable- references plat setting out location of proposed line attached, which is missing.
Johnson County (Link 1010B)	8/7/1992	Undetermined	Approved Johnson County Secondary Road Department Underground Utilities Permit to bury cable on County Line road directly N or I-80 for 1-3 miles
West Branch, Iowa Cedar County (Link 1010C)	8/6/1992	Undetermined	Approved Application for Longitudinal Utilities Accommodation on the Freeway Highway Right of Way to bury cable from West Branch Interchange to I-80 ending in Cedar County .75 miles West - IDOT Permit # 16-080-92-03
Independence, Iowa Buchanan County (Link 702B)	7/1/1992	Undetermined	Approved Application for Approval of Underground Construction on Buchanan County Right-of-Way to bury fiber optic cable communications S from Independence, Iowa from Hwy 20 to Krin Tower - Permit # 070192A
Independence, Iowa Buchanan County (Link 702B)	7/13/1992	Undetermined	Approved Application for use of Highway Right of Way for Utilities Accommodation to bury cable from Independence, Iowa - IDOT Permit # 10-651
Alleman, Iowa (Link 1107C)	6/22/1992	Undetermined	Permit for Underground Construction on Public Rights-of-Way to construct, operate and maintain a fiber optic cable system within the rights-of-way of the City of Alleman, Iowa
Woodbury County (Link 1201B)	10/17/1992	Undetermined	Permit for Use of County Road/Highway Right-of-Way for Overhead and/or Buried Utilities Accommodation to place certain overhead and/or buried facilities in, across or along certain County roads as itmeized on Attachment "A", which is missing.

APPENDIX L: List of Software and Other Intangibles to be Transferred

Alcatel- Lucent	10-116	Purchase Agreement for Alcatel-Lucent products and services	No current maintence or support plan on AL gear. If gear is purchased by Offeror, Offeror will need to obtain own support.
Baker Electric, Inc	08-032	Purchase, installation, maintenance and support of generators, new and existing units. Amendment 1 adds a generator size accidently omitted from the original contract. Amendment 2 renews for an additional year.	ICN does not have a software license at this time. If the generators are transferred, we will assit Offeror in efforts to obtain a license.
AVI Systems	11-010	Agreement for Polycom products and services. PO # 004225 issued for intial purchase of Equipment, support & Maintenance. PO # 004346 was issued to purchase replacement maintenance & support for the Polycom support canceled from Freeport & Scansource. Change Order 004346-01 was issued to correct a part number. ALL support is a pass thru to be provided directly by Polycom. Amendment 1 corrects a decimal placement error and adds one additional part to the Agreement.	Software is part of maintenance and support agreement. The ICN will work with the purchasing Offeror and equipment manufacturer and / or distributor to ensure recognition of Offeror ownership and transfer of license and support where / when applicable.
Dell Marketing L.P.	09-109	Network Monitoring, Analysis, Reporting, and Associated Equipment, Peripherals, Software, Maintenance and Support. Dell & Netscout products.	Software is part of maintenance and support agreement. The ICN will work with the purchasing Offeror and equipment manufacturer and / or distributor to ensure recognition of Offeror ownership and transfer of license and support where / when applicable.
Brocade (fka "Foundry")	06-052	Network Switches Contract, Amendment 1 obtains better discounts and a new price list. Amendment 2 obtains a 53% discount off list price for the equipment, maintenance remains a 30% discount. Amendment 3 renews the contract until 3-23-11 Amendment 4 ARRA language. Amendment 5 renewed for the final year of the contract.	Software is part of maintenance and support agreement. The ICN will work with the purchasing Offeror and equipment manufacturer and / or distributor to ensure recognition of Offeror ownership and transfer of license and support where / when applicable.
HEWLETTE PACKARD	B27164WSCA Tracking by 11-088	Purchase HP blade System c7000 and BL465 G7 and related support for 1 & 3 year periods. Po # 004280 issued 7-14-11	The ICN will work with the purchasing Offeror and equipment manufacturer and / or distributor to ensure recognition of Offeror ownership and transfer of license and support where / when applicable.
Insight Systems, Inc.	10-089	(ZyrOSS Data Collector support for Accord systems MCU, 1 year standard support) replaces 03-092, 04-11, 07-107, 08-096, 09-083. PO # 004388 renews for the 2012 year	Software is part of the annual support agreement. The ICN will work with the purchasing Offeror and equipment manufacturer and / or distributor to ensure recognition of Offeror ownership and transfer of license and support where / when applicable.
Insight/ Software Spectrum	07-041	Adobe A170165 - Design Std 3.0 Qty 2 @ $1089.12 each and A169620 media Qty 1 @ $18.91ea	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
Insight/ Software Spectrum	CT2979 (10-118)	Adobe C5 Master Collection 5 Upgrade & Media, C5 Design Premium & Media, Web Premium Upgrade - 1 each	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
Insight/ Software Spectrum	07-057	Symantec GP Pcanywhere Host 12.1 Qty 8@$57.84 Ea and Pcanywhere host&remote 12.1 QTY 5@$123.40 ea.	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
Insight/ Software Spectrum	10-030	Red Hat Ent.Lnx up to 2 sockets 1 yr Standard Support, renewed for an additional year, qty 13 licenses renewed, part #MCT0346RN. Qty 6 - MCT0997 Red Hat Enterprise Linux Desktop w/workstation 1yr basic support. Replaces previous contract tracking number 08-033 12-7-10 Qty 2 MCT0346 licenses ordered - coterm with other licenses. Renewed for 5-27-11 to 5-26-12 PO#004165: MCT0346RN Red Hat Ent.Lnx up to 2 sockets 1 yr Standard Support QTY 15 @ $591.97 ea, MCT0997RN Red Hat Enterprise Linux Desktop w/workstation 1yr basic support QTY 6 @ $132.63 ea	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
Insight/ Software Spectrum	10-038	Microsoft Server Licenses- 228-08720 SQL Server Std Ed 2008, Qty 1 @ $583.95 each, 359-05100 Mselect SQL CAL 2008 Device CAL single Lang Qty 5 @ $106.63 each, 228-08649 Mselect SQL Server STD ED 2008 1 PROC Single Lang Qty 1 @ $3,733.51 each, P73-05005 Mselect Windows Server STD 2008 R2 Single language Qty 2 @ $472.11 each	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
Insight/ Software Spectrum	11-038	Sparx - Enterprise Architect Pro 8.X MP 1-4Users w/1yr manintenance and support. Does not need to be renewed annually. Only needs to be renewed if updates are wanted, after the support term has ended.	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
NECA (NATIONAL EXCHANGE CARRIER ASSOCIATION)	01-090	(Product license agreement) (No termination date – review annually)	
NetWorks, Inc.	08-042	Check Point Products & Services. Amendment 1 extends to 6-30-2010, Amendment 2 extends to 6-30-2011, Amendment 3 extends until 6-30-2012	Software is part of the support agreement. The ICN will work with the purchasing Offeror and equipment manufacturer and / or distributor to ensure recognition of Offeror ownership and transfer of license and support where / when applicable.
Avaya Inc, (Nortel Networks)	10-031	Nortel Router maintenance only. Maintenance on Qty 4 Nortel 5520 routers, model #AL1001E05, S/N's SDN14S034K, SDN14S03JC, SDN14S01LQ. SDN14S01M9, Also covered Qty 2 5510-24T Baystack switches S/N's LBNNTMJP2010N, LBNNTMJPG2045N. term 7-1-10 to 6-30-11.Technical Support Service #GE5300000 and Software Release Subscription - Basic #GW5300000, (replaced 09-080). Additional switch added and support renewed for 2011-2012 term.	Software is part of the annual support agreement. The ICN will work with the purchasing Offeror and equipment manufacturer and / or distributor to ensure recognition of Offeror ownership and transfer of license and support where / when applicable.
Century Link	07-141	Juniper products & services. Po #003608 was issued 3-9-2010	Software is part of the annual support

		which covers the Juniper MX480 units and cards for the term of 1-14-2010 to 6-22-2013. Support for routers 3 yr term (6-23-10 to 6-22-2013) Po#003714-01, Amendment 5 extends the term of the Agreement for an additional year. Amendment 6 extends until July 24, 2012.	agreement. The ICN will work with the purchasing Offeror and equipment manufacturer and / or distributor to ensure recognition of Offeror ownership and transfer of license and support where / when applicable.
Software Spectrum	08-109 (CT2979)	RSA products: SID800-6-60-48-25 Secured SID800 USB token 25pk 4yr 1@$1731.96 (good until 9-28-12) AUT0000025B Authentication Manager Base Edition 10-250u License 25@$71.61 ea, (license is perpetual, as long as maintenance is active) AUT0000025BE11 Authorization manager base 24X7 maintenance 1-25U Term 9-29-08 to 9-28-09. Authorization Manager (maintenance) was renewed for an additional year 9-28-09 to 9-27-10, new part #AUT0000025BE12, qty 25 X $25.01 each. Authorization Manager was renewed again for an additional year, until 10-7-2011 PO# 003887. Authorization Manager was renewed again for additional year September 26, 2011 to September 25, 2012 on IR#004236 PO # 004331 Serial number 99753472, new contract # is 40267560...RSA says the new expiration date is 10-31-2012	Software is part of the support agreement. The ICN will work with the purchasing Offeror and equipment manufacturer and / or distributor to ensure recognition of Offeror ownership and transfer of license and support where / when applicable.
Insight/ Software Spectrum	10-029	Iron Speed Designer Enterprise 4.X MP 3-4 seats 3yr maint. & Support for Jeff Barske, Ed Parker and Sam Qui. John Borden is to be the administrator of the licenses. Licenses originally purchased on tracking number 07-029.	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
Insight / Software Spectrum	10-117	Mselect Visual Studio Pro 2010 - 3 licenses (no upgrade to 2005 lincenses, rather had to purchase new 2010 licenses) this replaces 07-031.	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
Insight/ Software Spectrum	07-054 (CT2979)	Microsoft Select Software Assurance P/N M141526 MSelect Project 32 Bit Win SA English Qty15 272.75ea P/N M141569 MSelect SQL CAL MP SA Device CAL English Qty3 79.07ea P/N M195656 MSelect SQL Server Standard Ed 32 Bit Win SA English Qty1 431.98ea P/N M195626 MSelect SQL Server Standard Ed 32 Bit Win 1 Proc SA English Qty1 2,800.04ea P/N M160897 MSelect Windows Server Standard Wnt SA English Qty17 350.73ea Term 7-1-07 to 6-31-08. AFE#408 (10-21-08) purchases: P71-01542 Microsoft 2008 Data Center per processor license & software Assurance, 66J-00868 Microsoft Vista License & Software Assurance. IR#003754, PO# 003783 renewed the Software Assurance for an additional year. No benefit to purchase 3 year term. IR#004239 renewed the following from 1-7-2011 to 6-30-2012. PN# 359-00800 SQL CAL MP SA Device CAL 3@ $26.60 each PN# 228-04529 SQL server standard Ed 32 bit Win 1@ $145.93 each PN# 228-03147 SQL Server Standard Ed. 1 Proc SA 1 @ $116.69 each PN# FQC-02451 Windows Pro SA 8 @ $35.30 each PN# P72-00190 Windows Server Ent Wnt SA 10@ $383.49 each PN# P73-00228 WIN SVR Std SA MVL 18 @ $118.00 each 2011-2012 PO#004333	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
Insight / Software Spectrum	11-098 (CT2979)	Microsoft Enterprise Agreement - three year term with annual payments. (This replaces previous tracking # 08-082) First year of three is 7-29-2011 to 7-28-2012 PO #004332 PN # W06-01072 CoreCal ALNG SA MVL Pltfrm UsrCal 150 @ $29.26 ea PN# 269-12442 OfficePro Plus ALNG SA MVL Pltfrm 150 @ $86.56 ea PN# FQC-03029 WinPro ALNG SA MVL Pltfrm wMDOP 150 @ $38.20 ea PN# D87-01159 VisioPro ALNG SA MVL 70 @ $86.56 each PN# 076-01912 Prjct ALNG SA MVL (moved from S.A. this year) 15 @ $.001ea Po#004450 ordered Qty 2 PN#228-03159, SQLSVRSTD ALNG LICSPAK MVL 1 PROC @ $7,583.57 each, Qty 2 PN# P72-00165, WINSVRENT ALNG LICSAPK MVL @ $ 2492.84 each	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
Van Dyke Software	10-026	35 Licenses for SecureCRT & SecureFX renewed support & updates for an additional three years. Ordered an additional 20 licenses, to include support & updates for three years. IR#03593, replaces previous tracking number 07-020	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
WALKER & ASSOCIATES	10-056	Walker and Associates, Inc. to provide ADVA Optical Networking ("ADVA") equipment, software, maintenance and support as needed and requested by ICN	Software is part of the annual support agreement. The ICN will work with the purchasing Offeror and equipment manufacturer and / or distributor to ensure recognition of Offeror ownership and transfer of license and support where / when applicable.
Win Magic	CT3115 (07-148)	Encryption licenses Part # 10-ES-00EN-431, Server license comes with 3 year service and support. Cost $58.50 per license. Qty 8 purchased 1-2010 valid until 1-2013. Qty 48 purchased 11-07 valid until 11-2010. When the 48 licenses are renewed they will be co terminated with the 8 licenses ordered in 2010. 9-28-2010 IR#003816 entered renewing support for SES Technical Support Plan Qty 1 @ $599.00 and SecureDoc Technical Support plan QTY 48 @ $9.00 each. Renewed support until 11-15, 2011 2011-2012 renewal includes: 20-SD-391Y-084 Secure Doc Tech.Support Renewal Qty 48 @ $9.00 each. 20-ES-591Y-084 Renewal of SES Technical Support Plan Qty 1@ $599.00 10-SD-30NE-430 New SecureDoc Enterprise Edition Client licenses 4 @ $45.00 each, 20-SD301Y-430 support one year free.	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
VENTRAQ CORPORATION (fka ACE*COMM)	08-094 & Amendment 1,2	Master Support Agreement for NetPlus (Replaces 98-002-M)	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
BOYER & ASSOCIATES	08-051 & Amendment 1,2	MICROSOFT DYNAMICS SL (SOLOMON) SUPPORT, SALES, TRAINING & CONSULTANCY (replaces 07-050)	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows

BURWOOD GROUP, INC.	11-015	Websense Enterprise - 2000 seats for Judicial Websense Security Suite - 200 seats for ICN, 200 seats for IPERS (replaces 10-014)	Shared with other agencies.
FREEPORT TECHNOLOGIES (fka RIVERBEND SOFTWARE SOLUTIONS)	08-049 & Amendment 1,2,3	TC Reliance Maintenance Service Agreement (Replaces 04-005)	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
HEWLETT PACKARD	03-015C	Support service agreement 0324010907 System Handle IOWACOMSUN – HP Reference Number 42593303 (Software support on Sun Solaris equipment) 24X7	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
HEWLETT PACKARD	03-015L	Support Account Reference: SGS09370JX	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
HEWLETT PACKARD	03-015G	Data protector for notebooks 25 pack - Qty 2, part #BB622A (System Handle IOWACOMMNETWORKDPX & IOWACOMMSNETWORKDPX)	
HEWLETT PACKARD	03-015J	Support Service Agreement - software - System Handle IOWA6931070499HPSW - HP Service Desk	Shared with other agencies.
HEWLETT PACKARD	03-015I	Care Pack (Support Account Reference USE73011CP) (AMP ID: 13509165701FCP) Y SAN (Storage area Network) where all of the ICN Data is stored (the very large hard drive enclosure system at JFHQ in row 16)	Software is part of the support agreement. The ICN will work with the purchasing Offeror and equipment manufacturer and / or distributor to ensure recognition of Offeror ownership and transfer of license and support where / when applicable.
HEWLETT PACKARD	03-015K	Support Service Agreement - software - System Handle IOWACOMMUNINETWORKSW - DATA PROTECTOR (SAID 1033 7897 6910)	Software is part of the support agreement. The ICN will work with the purchasing Offeror and equipment manufacturer and / or distributor to ensure recognition of Offeror ownership and transfer of license and support where / when applicable.
HEWLETT PACKARD	03-015H	VMWare (Support Account Reference G53RUS00EC21) AMP ID: MLFL135091657	Software is part of the support agreement. The ICN will work with the purchasing Offeror and equipment manufacturer and / or distributor to ensure recognition of Offeror ownership and transfer of license and support where / when applicable.
HEWLETT PACKARD	03-015B	Support service agreement ID 1032.8463.7840 - System Handle IOWACOMNT – HP Reference Number 42721837 (Replaces 98-072M1) (for Open View, Service Desk) 9 X 5 SERVICE LEVEL	Software is part of the support agreement. The ICN will work with the purchasing Offeror and equipment manufacturer and / or distributor to ensure recognition of Offeror ownership and transfer of license and support where / when applicable.
IMPACT TECHNOLOGIES, INC.	10-036	Annual Maintenance Agreement for Traffic Analyst Base, Workstation, 5233 Trunks(REPLACES 09-036) Added support on additional licenses purchased (for period 10/11 - 5/31/13)	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
ORACLE CORPORATION	99-051A	Silver Advance technical support for Server EE 8 - 8 users - concurrent dev (CSI: 2209683) TODD VIDEO Server EE 8 - add'l 4 users (formerly tracked under 99-051F) (CSI-2416109) TODD VIDEO (both replace 98-067) Oracle Service Contract #249488 Use MA# 005 CT3079X for renewals of the Oracle maintenance agreements	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
ORACLE CORPORATION	99-051G	Oracle Database Standard Edition - Named User Plus Perpetual - System Name 13605422 - Support Renewal #1783840 DAS NET PLUS Oracle Service Contract #1783840	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
ORACLE CORPORATION	99-051I	Oracle Database Standard Edition - 25 named users (license & first year support purchased through DLT Solutions)	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
ORACLE CORPORATION	99-051H	Oracle Database SE Processor Perpetual - 4 licenses (3 new licenses & 1 migrated licenses - CSI2235786) (CSI number changed to 14464426) Oracle Service Contract #2160269	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
TELCORDIA TECHNOLOGIES (Formerly Bellcore)	96-027(a)	Bellcore master license agreement & annual renewals	
TELCORDIA TECHNOLOGIES (Formerly Bellcore)	96-027(b)	LERG Subscription (quarterly subscription)	
WESTBURY USA	05-016 & Amendment 1, 2	Report Manager annual support	Shared with other agencies.
WESTBURY USA	05-047 & Amendment 1	Scope4mation ICM Support support 1/1/10 - 12/31/10	Shared with other agencies.
WESTBURY USA	05-047 & Amendment 1	Scope4mation ICM Support (Test Licenses) test license support 1/1/10 - 12/31/10	Shared with other agencies.
WESTBURY USA	05-047 Amendment 2	Scope4mation ICM Support (Additional unrestricted ICM license) support 1/1/10 - 12/31/10	Shared with other agencies.
DLT SOLUTIONS	03-117	AutoCAD Subscription (2 subscriptions Dave & Vicki) Purchased Map 3D 2010 Crossgrade Map 3D 2011 & AutoCAD subscription 2011 AutoCAD LT 2012 Standalone License DVD 5pk	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
ESRI	02-068	ArcInfo (upgraded from ArcView 8X w/Extension) and Primary Maintenance Single Use and ArcGIS Publisher 8X Single Use License (Sept 2010 adding another user and License $1900.00)	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
MIR3 (Formerly CAL AMP) (Formerly Vytek Messaging Services) (Formerly Telamon)	97-122	Software Support Maintenance Agreement- Telalert is for the paging system used by the NOC to notify whomever is on call or to contact Management	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
SDI	02-148	TN3270 Plus Software and support	Connects to state-owned mainframe system for timesheets.
SIGMA SOLUTIONS, INC	09-063 Amendment 1 Amendment 2	INFOBLOX EQUIPMENT & MAINTENANCE (maint can be renewed for 5 (1yr), replaces 06-116	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows

WORKS COMPUTING, INC	11-047	Enterasys Purchase & Support Agreement	
Asset 4000	10-057	Real Asset Management, Inc. Asset system for BTOP tracking	ICN will work with purchasing Offeror to transfer licenses if Manufacturer allows
RFS		Internally developed workflow system	
BTOP Information Management System		internally developed information view - requires ironspeed	
Circuit Layout Database		internally developed - requires ironspeed	
iSite Customers		authoritative source for locations and network equipment, houses customers and contacts as well. Internally developed.	
iSite Circuits		internally developed	
iSite Contracts		internally developed.	
AR & Invoicing			
ICN Asset Management		Internally developed.	
Outside Plant		internally developed information view - requires ironspeed	
Tech Labor		Internally developed. Labor invoices entered to be associated to work orders / billable and non-billable.	Could transfer a copy, would need to keep for phone system management.
Various MS Access databases & Excel spreadsheets		Internally developed.	Copies could be transferred, depending on item, State of Iowa might need to retain copies of some databases.

APPENDIX M: Transferrable Asset Inventory Summary

The following is a summary of quantity of transferable asset by type. Complete documentation is available for review on request.

Sub-Category	Quantity
ALARM PANEL	1
ATM	4,796
BATTERY	11
BATTERY PLANT	1,857
BORDER CONTROLLER	4
BREAKER BOX	598
BREAKERS	1,953
BUILDING SECURITY	10
CABLE ACCESSORIES	27
CHANNEL BANK	8,137
CLASSROOM EQUIP	203
COAX	16
COM SERVER	18
COMPUTER PARTS	322
CSU	6
CUSTOMER	44
CWDM	91
DACS	780
DESKTOP PHONE	14
DIGITAL	1
DISPERSION COMPENSATION	82
DWDM	2,184
ELECTRICAL	35
EOTDM	22
ETHERNET	1,973
FAULT MGMT ROUTER	13
FDP/WIC	861
FIBER	8
FIBER CHANNEL	24
FIBER OPTICS	194
FILTERS	13
FIRE EXTINGUISHER	14
FIREWALL	9
FUSE PANEL	55
GENERATOR	78
GPIM	9
HVAC	2

ICN CORE	338
INSTALLATION	6
INSTALLATION MANUAL	1
INVERTER	28
IP BASED CODEC	196
ISDN GATEWAY	2
JUMPER	5,718
KVM	6
LASER PRINTER	1
MULTIFUNCTION	1
NETWORK CONSUMABLES	72
NETWORK TIMING SHELF	224
OFF THE SHELF	2,564
OFFICE REPEATER	225
OPTICAL	2,599
OPTICAL TAP	9
OTHER	1,130
OTHER CABLE	98
OTHER CONSUMABLES	160
OTHER NETWORK EQUIPMENT	501
OTHER VOICE EQUIPMENT	1,189
PASSIVE ANNOUNCE SYSTEM	1
PATCH PANEL	2,673
PBX	11
PEN PLOTTER	1
POLLING DEVICE	4
POWER CORD	455
RECTIFIER	708
ROUTE OPTIMIZER	3
SERVER	287
SFP	350
SONET	9,785
SUPPORT	1,364
TAPE	1
TDMOE	6
TRANCEIVER	2
TRANSCEIVER	26
TRANSFER SWITCH	3
UNCATEGORIZED	16,263
UPS	729
VIDEO BRIDGE	6
VOICE ACCESSORIES	14
VOIP	42

VRU	1
WDM BOX	829
WEB RELAY	1
WIRELESS EQUIPMENT	3
XFP	216

APPENDIX N: Index of Contracts and Licenses

Documentation is available for review on request.

APPENDIX O: Reserved

APPENDIX P: Reserved