STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 1	08/17/21
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)

CONTRACT NUMBER
93623 O4

VENDOR NUMBER: 2695078

VENDOR ADDRESS:

CENURYLINK COMMUNICATIONS LLC
DBA LUMEN TECHNOLOGIES GROUP
100 CENTURYLINK DR
MONROE LA 71230-2041

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

AUGUST 27, 2021 THROUGH SEPTEMBER 16, 2026

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO ValuePoint Contract MA #AR2474

Contract to supply and deliver Cloud Services to State of Nebraska agencies and political subdivisions for the period August 27, 2021 through September 16, 2026.

Payment: 45 days

Purchase Orders for State Agencies, Boards and Commissions for Cloud Services must be processed by Administrative Services, Office of the OCIO. Political subdivisions are responsible for processing a purchase order directly with the contractor.

(For the File - This RFP and Contract are bid and awarded by the State of Utah. All backup bids, etc. are retained by the Utah Division of Purchasing and General Services).

(For the File: The NASPO ValuePoint/Century Link Master Price Agreement contract period was effective September 30, 2016. The NASPO ValuePoint/ Century Link. Participating Addendum for Nebraska became effective on August 27, 2021).

Vendor Contact: Jamie Singer
Phone: 602-757-7546
Email: Jamie.singer@centurylink.com

(8/17/21 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	CLOUD SERVICES	1,000,000.0000	$	1.0000	1,000,000.00
	Total Order				**1,000,000.00**

DocuSigned by: Joy Fischer 8/18/2021
8D62163E69CA4C2...

DS PK 8/19/2021

BUYER

DocuSigned by: Amara Block 8/19/2021
4CEF2711162A4A2...

MATERIEL ADMINISTRATOR

PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
CLOUD SOLUTIONS
MASTER AGREEMENT NUMBER: MA#: AR2474
CONTRACTOR: CenturyLink Communications, LLC dba Lumen Technologies Group

PARTICIPATING ENTITY: State of Nebraska
Contract Number: 93623 O4

This Participating Addendum (the "PA" or "Contract" or "Agreement") is **effective August 27, 2021** (the "PA Effective Date"), between the State of Nebraska ("Participating Entity"), and CenturyLink Communications, LLC dba Lumen Technologies Group ("Contractor"). Participating Entity and Contractor are, at time, referred to individually as a "Party" or together as the "Parties".

1. **<u>Scope</u>:** This Participating Addendum ("PA") covers the NASPO ValuePoint ***Cloud Solutions*** led by the State of Utah (Master Agreement No: AR2474) for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below.

2. **<u>Participation</u>:** This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities, as defined in Neb. Stat. § 81-145 as authorized Purchasing Entities under the Agreement. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **<u>Access to Cloud Solutions Services Requires State CIO Approval</u>:** Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreement for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

4. **<u>Primary Contacts</u>:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jamie Singer
Address:	135 W. Orion St, Tempe, AZ 85283
Telephone:	602-757-7546
Email:	Jamie.singer@lumen.com

Participating Entity

Name:	State of Nebraska Joy Fischer
Address:	1526 K Street, Suite 130
Telephone:	402-471-0974
Email:	Joy.fischer@nebraska.gov

5. **Participating Entity Supplemental Terms:** Participating Entity supplemental terms are attached hereto as Exhibit A.

6. **Subcontractors:** All contactors, dealers, fulfillment partners and resellers authorized in the State of Nebraska, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **Orders**: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the Parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum as of the date of execution by both Parties below.

Participating Entity: State of Nebraska	Contractor: CenturyLink Communications, LLC dba Lumen Technologies Group
Signature: DocuSigned by: Amara Block 4CFF2711162A4A2...	Signature: DocuSigned by: Steve Arneson DBAD7E2E23E247F...
Name: Amara Block	Name: Steve Arneson
Title: Interim Materiel Administrator	Title: Manager - Offer Management
Date: 8/19/2021	Date: 8/18/2021

PARTICIPATING ENTITY SUPPLEMENTAL TERMS
EXHIBIT A

I. TERMS AND CONDITIONS

A. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this Agreement, or any amendment or addendum(s) entered into contemporaneously or at a later time, the Parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this Agreement will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this Agreement on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

B. BEGINNING OF WORK

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

C. AMENDMENT

This Agreement may be amended in writing, within scope, upon the agreement of both Parties.

D. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Contractor, upon the written agreement, may make changes to the Agreement within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the Agreement shall not be deemed a change. The Contractor may not claim forfeiture of the Agreement by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations.

No change shall be implemented by the Contractor until approved by the State, and the Agreement is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both Parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the Agreement and law.

In the event any product is discontinued or replaced upon mutual consent during the Agreement period or prior to delivery, the State reserves the right to amend the Agreement or purchase order to include the alternate product, which has the same functionality and performance capability as the discontinued or replaced product, at the same price.

E. CONTRACTOR PERFORMANCE REPORT(S)

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, Agreement, and/or solicitation specifications. The State Purchasing Bureau may contact the Contractor regarding any such report. Contractor performance report(s) will become a part of the permanent record of the Contractor.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the Agreement the Agreement, the Contractor shall immediately give written notice to the State. The notice shall explain the breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the Agreement. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

Either Party may terminate the Agreement, in whole or in part, if the other Party materially breaches its duty to perform its obligations under the Agreement in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of Agreement does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of material breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the Contractor.

H. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

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

J. INDEMNIFICATION

The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

K. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the Contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the Agreement to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the Agreement until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this Agreement and perform all obligations of the Agreement.

L. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this Agreement. The terms and conditions, including price, of the Agreement may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

M. EARLY TERMINATION

The Agreement may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the Agreement at any time.

2. The State, in its sole discretion, may terminate the Agreement for any reason upon thirty calendar day's written notice to the Contractor. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided and to applicable early termination fees equal to the sum of: (1) for "Off-net" Service, third party termination charges for the cancelled Service; (2) Contractor's out-of-pocket costs (if any) approved by the State and actually incurred by Contractor in constructing facilities necessary for Service delivery. "Off-Net" is defined as local access circuits not provided on the network owned and operated by Contractor and its affiliates. Lumen shall provide an estimate of any and all early termination charges prior to the execution of a purchase order, but after the details of such purchase order are substantially finalized and known by both parties.

3. The State may terminate the Agreement immediately for the following reasons:

   a. if directed to do so by statute,
   b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
   c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court,
   d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Agreement by Contractor, its employees, officers, directors, or shareholders,
   e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least 60 calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
   f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code; and
   g. Contractor intentionally discloses confidential information,
   In the event funding is no longer available due to non-appropriations as outlined in Section III. F.

N. CONTRACT CLOSEOUT

Upon Agreement closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State, if deliverables are set forth in the Agreement,
2. Transfer ownership and title to all completed or partially completed deliverables to the State, if deliverables are set forth in the Agreement,
3. Return to the State all information and data unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any

information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures,

4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this Agreement,
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this Agreement,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the Agreement, provided that Contractor may use a Contractor affiliate or a third party to provide Service to the State, but Contractor will remain responsible to the State for Service delivery and performance. The State's affiliates may purchase Service under this Contract, and the State will be jointly and severally liable for all claims and liabilities related to Service ordered by any State affiliate. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee for lawful reasons.

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

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

D. PRICES

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

E. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State (collectively, "Deliverables") pursuant to this Agreement, if Deliverables are set forth in this Agreement and paid for by the State.

The State shall own and hold exclusive title to any Deliverable paid for by the State. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or Deliverables.

F. INSURANCE REQUIREMENTS

The Contractor shall throughout the term of the Agreement maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the Agreement until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the Agreement, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor, appropriate for the work being performed under this Agreement,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the Agreement or within one (1) years of termination or expiration of the Agreement, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this Agreement for the term of the Agreement and one (1) years following termination or expiration of the Agreement.

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

Notwithstanding any other clause in this Agreement, the State may recover up to the liability limits of the insurance policies required herein.

1. **WORKERS' COMPENSATION INSURANCE**

   The Contractor shall take out and maintain during the life of this Agreement the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this Agreement and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State for losses caused by and to the extent of Contractor's negligence. The COI shall contain the mandatory COI subrogation waiver language found hereinafter**. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory**. **The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Medical Payments	$10,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$10,000,000
CONTRACTOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	$2,000,000
Includes Non-Owned Disposal Sites	

MANDATORY COI SUBROGATION WAIVER LANGUAGE
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."
MANDATORY COI LIABILITY WAIVER LANGUAGE
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."

3. **EVIDENCE OF COVERAGE**

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

State of Nebraska
Nebraska State Purchasing Bureau
Buyer Name: Joy Fischer
Contract #: 93623 O4
Buyer Email Address: Joy.Fischer@nebraska.gov

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. **DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

G. CONFLICT OF INTEREST

Contractor certifies that no relationship exists between the Contractor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Agreement.

Contractor further certifies that Contractor will not employ any individual known by Contractor to have a conflict of interest nor shall Contractor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, Contractor shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration.

H. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is used by the Contractor during the performance of the Agreement. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

I. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations.

J. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the Agreement to request the Agreement comply with the changed standard at a cost mutually acceptable to the Parties.

K. DRUG POLICY

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

L. ADMINISTRATIVE FEE/REBATE

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to one-quarter of one percent (0.25% or 0.0025) the net sales (net of any returns, credits, or adjustments) under this Addendum for the period. The Contractor's NASPO ValuePoint pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with following schedule:

Period End	**Fee Due**
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

1. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION

All administrative fees/rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 240
Lincoln, NE 68508

2. REPORTS

The Contractor agrees to provide a utilization report, reflecting new sales under this Participating Addendum to the State during the requested period, less any credits. The report will be provided in secure electronic Excel format and submitted electronically to the State as listed below.

The Contractor shall provide to the State of Nebraska the reports containing at a minimum the following information pertaining to State of Nebraska agencies, boards, commissions, and political subdivisions utilization:

Ordering Entity.
Purchase order number,
Description,
Quantity; and
Price.

Excel Quarterly Reports shall be emailed to:
Nebraska State Purchasing Bureau
Contract #AR-2474/93623 O4
Joy Fischer, Buyer III
Joy.fischer@nebraska.gov

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)
Payment will be made by the State within forty-five (45) calendar days after the goods or services are completely delivered, inspected, and finally accepted by the State.

A. TAXES (Statutory)
The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. The State is responsible for all taxes and fees arising in any jurisdiction imposed on State, Lumen, or a Lumen affiliate incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). This does not include taxes based on Lumen's net income. Some Taxes and Fees, and costs of administering them, are recovered through a percentage surcharge(s) on the charges for Service. If State is required by law to make any deduction or withholding of withholding Taxes from any payment due under this Agreement to Lumen, then, State must increase the gross amount payable so that, after any deduction or withholding for such withholding Taxes, the net amount paid to Lumen will not be less than Lumen would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. State may present Lumen with an exemption certificate that eliminates Lumen's obligation to pay certain Taxes and Fees. The exemption will apply prospectively. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

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

C. INSPECTION AND APPROVAL
Final inspection and approval of all work required under the Agreement shall be performed by the designated State officials.

D. PAYMENT (Statutory)
Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the Agreement, and the Contractor hereby waives any claim or cause of action for any such services.

E. LATE PAYMENT (Statutory)
The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)
The State's obligation to pay amounts due on the Agreement for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the Agreement with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice 30 calendar days prior to the effective date of termination. All obligations of the State to

make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit. The State agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party.

G. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this Agreement upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the Agreement (Information) to enable the State to audit the Agreement. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the Agreement and for a period of five (5) years after the completion of this Agreement or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this Agreement, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3% of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within 90 days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.