

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

CONTRACT NUMBER
90610 04

PAGE 1 of 1	ORDER DATE 02/25/21
BUSINESS UNIT 65060014	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 2045026	
VENDOR ADDRESS: AT&T MOBILITY NATIONAL ACCOUNTS LLC DBA AT & T MOBILITY 7229 PARKWAY DR HANOVER MD 21076-1317	

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

APRIL 01, 2021 THROUGH AUGUST 11, 2024

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-149

Contract to supply and deliver Wireless Communication Services and Equipment to State of Nebraska agencies and political subdivisions for the period April 1, 2021 through August 11, 2024.

Payment: 45 days

Purchase Orders for State Agencies, Boards and Commissions for Wireless Communication Services and Equipment 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 - The RFP and Contract were bid and awarded by the State of Utah. All backup bids, etc. are retained by the Utah DAS Division of Purchasing & General Services).

(For the File: The NASPO ValuePoint/AT&T Corp. Master Price Agreement contract period was effective December 3, 2019. The NASPO ValuePoint Participating Addendum for Nebraska became effective on April 1, 2021).

Vendor Contact: Micah M. Cogan
Phone: 720-628-4605
Email: mt750q@att.com

(2/25/21 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	WIRELESS COMMUNICATION SERVICES AND EQUIPMENT	500,000.0000	\$	1.0000	500,000.00
Total Order					500,000.00

DocuSigned by: *Dianna Gilliland* PK
F7A5A83D45DE438...
BUYER

DocuSigned by: *[Signature]*
6F1A26D891B248C...
MATERIEL ADMINISTRATOR

**PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER AGREEMENT NUMBER: MA149
CONTRACTOR: AT&T Corp.**

**PARTICIPATING ENTITY: State of Nebraska
Contract Number: 90610 O4**

This Participating Addendum (the "PA") is **effective April 1, 2021** (the "PA Effective Date"), between the State of Nebraska ("Participating Entity"), and AT&T Corp. ("Contractor"). Participating Entity and Contractor are, at time, referred to individually as a "Party" or together as the "Parties".

Section 1. Recitals.

1.1 Contactor and the State of Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NAPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO", are parties to that certain wireless communication services and equipment contract #MA149, dated December 6, 2019 (the "Contract" or "Master Agreement").

1.2 Participating Entity wants to participate in the Contract pursuant to the terms and conditions of the PA.

Section 2. Agreement. In consideration of the recitals set forth in § 1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participating Entity and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Master Agreement.

Section 3. Authorized Purchasing Entities. Participating Entity hereby designates State of Nebraska, including agencies as defined in Neb. Rev. Stat. § 81-145 as authorized Purchasing Entities under the Agreement.

Section 4. Purchasing Orders. Participating Entity must issue purchase orders hereunder that reference both Master Agreement #MA149 and the Nebraska State Contract 90610 O4. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related Products provided. Notwithstanding the foregoing, any purchase order submitted that does not properly reference the Master Agreement number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such Purchase Order was properly authorized and intended for use with the PA. In such instances the corresponding Purchase Order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any Purchase Order; and any such attempts to add or incorporate such terms

and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms.

Section 5. Primary Contacts.

Participating Entity:	Lead State:
Name: Dianna Gilliland	Name: Christopher Jennings
Title: Buyer III	Title: Assistant Director
Address: 1526 K Street, Suite 130 Lincoln, NE 68508	Address: 3140 State Office Bldg. Salt Lake City, UT 84114
Telephone: 402-471-4193	Telephone: 801-538-3157
E-Mail: dianna.gilliland@nebraska.gov	E-Mail: ctjennings@utah.gov

Contractor Account Team:	Contractor Main:
Name: Micah M. Cogan	Name: Bethani Cross
Title: Client Solutions Executive	Title: Client Solutions Executive
Address: 161 Inverness Dr. W Englewood, CO 80112	Address: 311 S. Akard St. Dallas, TX 75202
Telephone: 720-628-4605	Telephone: 801-538-3157
E-Mail: mt750q@att.com	E-Mail: bc4732@att.com

Section 6. Authority. By signing below, the corresponding Party's representative represents that he or she duly authorized by Contractor or Participating Entity, as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participating Entity agree to be bound by the provisions hereof. In addition, Participating Entity represents that it has received the requisite approvals from the applicable Chief Procurement Official and NASPO ValuePoint to participate in the Master Agreement.

Section 7. Miscellaneous.

7.1 Employee Benefit Program. Participating Entity will participate with Contractor in efforts to obtain eligible Employee's participation in the Employee Benefit Program.

7.2 Participating Entity Supplemental Terms. Participating Entity supplemental terms are attached hereto as Exhibit A.

Section 8. Notice of Administrative Fees. All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

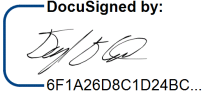
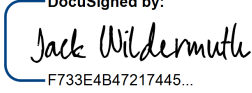
- **Contract Fees Under the Master Agreement,** Contractor is being charged an Administrative Fee of: (i) 0.25% of all CRUs' Total Wireless Spend; and (ii) 0.10% of all IRUs' Total Wireless Spend of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9 Order of Precedence. Notwithstanding the Order of Precedence set forth in the Master Agreement, the Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) Amendments or Addendums to the PA executed after the PA is

executed, with the most recently executed PA Amendment or PA Addendum receiving priority over earlier executed PA Amendments or PA Addendums, unless otherwise explicitly stated otherwise in the PA Amendment or PA Addendum; (b) the PA; (c) the Master Agreement; and (d) any valid purchase orders issues in connection therewith.

Section 10. Entire Agreement. Master Agreement and this Participating Addendum sets forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representation or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed the PA as of the PA Effective Date.

Participating Entity: State of Nebraska	Contractor: AT&T Corporation
Authorized Signature: 	Authorized Signature: 
Name: Doug Carlson	Name: Jack wildermuth
Title: Administrative Services Materiel Administrator	Title: Senior Contract Manager
Date: 3/1/2021	Date: 2/24/2021

PARTICIPATING ENTITY SUPPLEMENTAL TERMS EXHIBIT A

A. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, 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 Participating Addendum will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this Participating Addendum must be brought in the State of Nebraska per state law; (4) the person signing this Participating Addendum on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or 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. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Master Agreement. 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 contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract 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. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract 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 contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

D. VENDOR 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, contract, and/or Master Agreement specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

E. BREACH AND EARLY TERMINATION

The terms and conditions in Section 28 of the Master Agreement shall govern this Participating Addendum. All terms and conditions in Section 28 that apply to the Master Agreement and the Lead State shall also apply to this Participating Addendum and the State of Nebraska, unless a paragraph in the Section has a different term for the Master Agreement and Participating Addendums.

F. SEVERABILITY

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

G. INDEMNIFICATION

1. GENERAL

Indemnification shall be governed by Section 34 of the Master Agreement.

2. 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.

H. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section § 81-8,294), Tort (Section § 81-8,209), and Contract Claim Acts (Section § 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

I. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including reasonable attorney's fees and costs, if the other Party prevails.

J. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract 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.

K. CONTRACT CLOSEOUT

Upon contract 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;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
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 Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract.
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. 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.

B. 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 Participating Addendum.

C. INSURANCE REQUIREMENTS

The Contractor shall throughout the term of the contract 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 contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must endeavor to, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
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 contract or within three (3) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and three (3) years following termination or expiration of the contract.

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

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall carry and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractor's employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **To the extent permitted by law the policy shall include a waiver of subrogation in favor of the State. The COI shall contain COI subrogation waiver language found hereinafter or include a copy of the waiver of subrogation endorsement.** The amounts of such insurance shall be the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity eligible 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 carry and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be the limits stated hereinafter.

The Commercial General Liability Insurance shall be written on ISO form CG 00 01 or its substantial equivalent, 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) by endorsement as respects this Agreement. 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 additional insured language found hereinafter or include a copy of the endorsement.** 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
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual Liability	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
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 – any combination of primary and excess insurance may be used to meet the total limits required.	\$5,000,000 per occurrence / Aggregate
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 COVERAGE UNDER PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties where insurable by law	\$10,000,000 per claim / Aggregate
COI SUBROGATION WAIVER LANGUAGE	
Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska.	
COI ADDITIONAL INSURED LANGUAGE	
Commercial General Liability & Commercial Automobile Liability policies shall include the State of Nebraska as an Additional Insured by endorsement as respects this Agreement 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:

Nebraska State Purchasing Bureau
 Contract #MA-149/#90610 O4
 Attn: Dianna Gilliland
Dianna.gilliland@nebraska.gov

These certificates shall reference the #MA-149/90610 O4 contract numbers, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded

Contractor shall provide at least thirty (30) days advance written notice of cancellation of any required coverage that is not replaced.

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.

D. ADVERTISING

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

E. DISASTER RECOVERY/BACK UP PLAN

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

F. 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.

G. ADMINISTRATIVE FEE/REBATE

The Contractor agrees to provide a quarterly administrative fee in the form of a check to the State of Nebraska. The fee will be payable to the State for an amount equal to one-quarter of one percent (0.25% or 0.0025) of CRU Total Wireless Spend under this Addendum for the period. The Administrative Fees will be calculated after each calendar quarter and AT&T will pay the quarterly amount due no later than sixty (60) days following the end of each calendar quarter. The Administrative Fee reporting shall be submitted forty-five (45) days following the end of the quarter.

End of Quarter	Reporting Date	Pay Date
March 31st	May 15th	May 31st
June 30th	August 15th	August 30th
September 30th	November 15th	November 30th
December 31st	February 15th	February 28th (29)

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 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
Description
Quantity; and
Price.

Excel Quarterly Reports shall be emailed to:

Nebraska State Purchasing Bureau
Contract #MA-149/#90610 O4
Dianna Gilliland, Buyer III
Dianna.gilliland@nebraska.gov

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§ 81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)

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

C. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. All invoices should list #MA-149 and #90610 O4. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E. 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 contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. 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).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract 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 contract 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.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

This section shall be governed by Section 22 of the Master Agreement.