

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
23271 04

PAGE 1 OF 3	ORDER DATE 06/16/08
BUSINESS UNIT 9000	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	
VENDOR ADDRESS: QWEST CORPORATION 1801 CALIFORNIA ST DENVER CO 80202-2658	

THE CONTRACT PERIOD IS JANUARY 26, 2007 THROUGH JUNE 30, 2012.

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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.

Original/Bid Document 1752 Z1

Contract to provide High Speed Wide Area Transport to Northeast Nebraska for the period from January 24, 2007 through June 30, 2012 as per included pricing attachment.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

CONTACT: Rob Sistik
PHONE: 402-422-6920
FAX: 402-422-6920

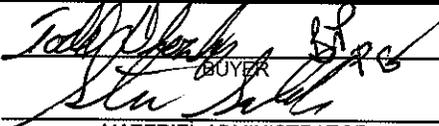
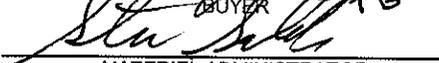
AMENDMENT ONE - Pricing attachment has been amended to reduce Independent Company NRC from \$4397.50 to \$600.00 (01/26/07 lg)

AMENDMENT TWO - Added line 19. (06/16/08 lg)



Line	Description
1	QMOE High Speed Network K-12 40 Mbps




BUYER

MATERIEL ADMINISTRATOR

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BUSINESS UNIT 9000	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

Line	Description
	Original/Bid Document 1752Z1, Section 1
2	QMOE High Speed Network K-12
	Non-recurring
	Original/Bid Document 1752Z1, Section 1
3	QMOE for Community Colleges
	Original/Bid Document 1752Z1, Section 1
4	QMOE for Community Colleges
	Non-recurring
	Original/Bid Document 1752Z1, Section 1
5	QMOE for Wayne State College
	Original/Bid Document 1752Z1, Section 1
7	QMOE High Speed Network K-12
	w/ hi bandwidth rounter 40Mbps
	Original/Bid Document 1752Z1, Section 2
8	QMOE High Speed Network K-12
	w/low bandwidth rounter 40Mbps
	Original/Bid Document 1752Z1, Section 2
9	Installation charge K-12
	Original/Bid Document 1752Z1, Section 2
10	QMOE High Speed Network K-12
	w/router 40 Mbps non-recurring
	Original/Bid Document 1752Z1, Section 2
11	QMOE High Speed Network
	Community Colleges
	w/ high bandwidth router 40 Mbps
	Original/Bid Document 1752Z1, Section 2
12	QMOE High Speed Network
	Community Colleges
	w/ low bandwidth router 40 Mbps
	Original/Bid Document 1752Z1, Section 2
13	Installation charge
	Community Colleges
	Original/Bid Document 1752Z1, Section 2
14	QMOE High Speed Network


BUYER INITIALS

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PAGE 3 OF 3	ORDER DATE 06/16/08
BUSINESS UNIT 9000	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

- | Line | Description |
|------|--|
| | w/router 40 Mbps non-recurring
for Community Colleges
Original/Bid Document 1752Z1, Section 2 |
| 15 | QMOE High Speed Network, WSC
w/hi band40 Mbps non-recurring
for Wayne State College
Original/Bid Document 1752Z1, Section 2 |
| 16 | QMOE High Speed Network, WSC
w/low bandwidth rounter 40Mbps
Original/Bid Document 1752Z1, Section 2 |
| 17 | Installation charge, WSC
Original/Bid Document 1752Z1, Section 2 |
| 19 | WSC 100 Mbps Ethernet
connection |

TD
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CONTRACT NUMBER

23271 O4

PAGE 1 OF 4	ORDER DATE 01/26/07
BUSINESS UNIT 9000	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	
VENDOR ADDRESS: QWEST CORPORATION 1801 CALIFORNIA ST DENVER CO 80202-2658	

THE CONTRACT PERIOD IS JANUARY 24, 2007 THROUGH JUNE 30, 2012.

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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.

Awarded from RFP Number 1752Z1

Contract to provide High Speed Wide Area Transport to Northeast Nebraska for the period from January 24, 2007 through June 30, 2012 as per included pricing attachments.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
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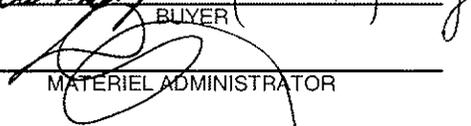
AMENDMENT ONE - Pricing attachment has been amended to reduce Independent Company NRC from \$4397.50 to \$600.00 (01/26/07 lg)



Line	Description
1	QMOE High Speed Network K-12 40 Mbps

Original/Bid Document 1752Z1, Section 1




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PAGE 2 OF 4	ORDER DATE 01/26/07
BUSINESS UNIT 9000	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

- | Line | Description |
|------|--|
| 2 | QMOE High Speed Network K-12
Non-recurring
Original/Bid Document 1752Z1, Section 1 |
| 3 | QMOE for Community Colleges
Original/Bid Document 1752Z1, Section 1 |
| 4 | QMOE for Community Colleges
Non-recurring
Original/Bid Document 1752Z1, Section 1 |
| 5 | QMOE for Wayne State College
Original/Bid Document 1752Z1, Section 1 |
| 6 | QMOE for Wayne State College
Non-recurring
Original/Bid Document 1752Z1, Section 1 |
| 7 | QMOE High Speed Network K-12
w/ hi bandwidth router 40Mbps
Original/Bid Document 1752Z1, Section 2 |
| 8 | QMOE High Speed Network K-12
w/low bandwidth router 40Mbps
Original/Bid Document 1752Z1, Section 2 |
| 9 | Installation charge K-12
Original/Bid Document 1752Z1, Section 2 |
| 10 | QMOE High Speed Network K-12
w/router 40 Mbps non-recurring
Original/Bid Document 1752Z1, Section 2 |
| 11 | QMOE High Speed Network
Community Colleges
w/ high bandwidth router 40 Mbps
Original/Bid Document 1752Z1, Section 2 |
| 12 | QMOE High Speed Network |

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BUSINESS UNIT 9000	BUYER TODD DLOUHY
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Line Description

- Community Colleges
w/ low bandwidth router 40 Mbps
Original/Bid Document 1752Z1, Section 2
- 13 Installation charge
Community Colleges
Original/Bid Document 1752Z1, Section 2
- 14 QMOE High Speed Network
w/router 40 Mbps non-recurring
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Original/Bid Document 1752Z1, Section 2
- 15 QMOE High Speed Network, WSC
w/hi band40 Mbps non-recurring
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w/low bandwidth router 40Mbps
Original/Bid Document 1752Z1, Section 2
- 17 Installation charge, WSC
Original/Bid Document 1752Z1, Section 2
- 18 QMOE for Wayne State College
w/router 40 Mbps non-recurring
Original/Bid Document 1752Z1, Section 2

STATE OF NEBRASKA
Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address:
<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

SCOPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initialed by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

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

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

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

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

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

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

PRICING ATTACHMENT

NPA/NXX	School Address	Minimum Service Term	Bandwidth Profile	Ethernet MRC (each)	Ethernet Install NRC (each)	Independent Company MRC	Independent Company NRC
402/395	605 S 6th St, Albion	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,095.52	\$0.00
402/371	605 Martin St, Battle Creek	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,505.00	\$600.00
402/775	401 Thayer St, Butte	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,311.50	\$0.00
402/487	310 Short St, Leigh	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,855.00	\$600.00
402/454	700 S Kent St, Madison	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,391.60	\$600.00
402/887	106 West 3rd St, Neligh	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,965.90	\$600.00
302/887	600 J St, Neligh	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,965.90	\$600.00
402/447	101 S 8th St, Newman Grove	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,715.36	\$0.00
402/562	2200 26th St, Columbus	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,645.00	\$600.00
402/562	2657 44th Ave, Columbus	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,645.00	\$600.00
402/562	3744 83rd St, Columbus	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,645.00	\$600.00
402/562	4500 63rd St, Columbus	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,645.00	\$600.00
402/839	425 E 4th St, Orchard	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$3,452.05	\$600.00
402/837	100 Main St, Macy	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,687.60	\$0.00
402/846	Little and Main St, Walthill	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,473.16	\$0.00
402/878	Hwy 77 & 75, Winnebago	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,527.00	\$0.00
402/748	202 W Prairie St, Osmond	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,077.50	\$0.00
402/648	708 Main St, Bancroft	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,222.24	\$0.00
402/373	311 E Benton St, Bloomfield	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,158.88	\$0.00
402/823	360 W 4th St, Cody	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,712.80	\$0.00
402/358	1609 Redick Ave, Creighton	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,127.20	\$0.00
402/368	601 Madison St, Tilden	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,741.20	\$600.00
402/388	89048 N HWY 121, Crofton	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,412.32	\$0.00
402/693	209 N Ash St, Dodge	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,021.28	\$0.00
402/843	101 N 4th St, Elgin	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,968.80	\$0.00
402/843	303 Remington St, Elgin	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,968.80	\$0.00
402/626	416 N Spruce St, Ewing	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$876.32	\$0.00
402/857	247 N Hwy 12, Niobrara	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,760.80	\$0.00
402/857	206 Frazier Ave, Niobrara	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,760.80	\$0.00
402/652	530 W 13th St, North Bend	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,382.24	\$0.00
402/386	203 E Widman St, Petersburg	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,000.48	\$0.00
402/755	505 3RD ST, Ponca	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,475.68	\$0.00
402/664	400 Pebble St, Scribner	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,004.00	\$0.00
402/668	204 Second St, Verdigre	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,475.68	\$0.00
402/586	300 S Bismarck St, Wausa	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,905.44	\$0.00
402/529	801 18th St, Wisner	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,683.68	\$0.00
402/357	709 St James Ave, Wynot	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,412.32	\$0.00
308/334	344 Main St, Trenton	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,267.36	\$0.00
402/334	600 Randolph West, Bartlett	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,667.08	\$0.00

402/654	2163 County Road G, Hooper	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$965.00	\$0.00
402/254	501 S. Broadway St., Hartington	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,443.80	\$0.00
402/482	201 South A St, Chambers	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,352.60	\$0.00
402/635	126 E 5th St, Allen	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,085.00	\$0.00
402/283	203 S Main St, Coleridge	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,311.50	\$0.00
402/355	508 Annie St, Newcastle	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,730.00	\$0.00
402/775	106 E Greig St, Spencer	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,034.30	\$0.00
402/924	404 E 2nd St, Stuart	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$965.00	\$0.00
402/286	203 Crawford St, Winside	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1032.20	\$0.00
402/329	201 N Sunset, Pierce	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,187.30	\$0.00
402/582	301 E Pilcher St, Plainview	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,307.00	\$0.00
402/684	202 E Florence St., Bassett	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,406.60	\$0.00
402/439	1007 Kingwood St, Stanton	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,083.80	\$0.00
402/569	701 Hoffman St, Lynch	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,334.60	\$0.00
402/497	101 Football Ave, Springview	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,836.20	\$0.00
308/220	4215 I St, Scottsbluff	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,909.70	\$0.00
402/585	501 Iowa St, Clearwater	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$977.60	\$0.00
402/991	816 Willard Ave, Genoa	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,284.10	\$600.00
402/698	212 S 3rd St, Homer	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,980.00	\$0.00
402/494	3301 G St, So. Sioux City	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,980.00	\$0.00
402/241	3309 Daniels Lane, So. Sioux City	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,980.00	\$0.00
308/385	310 W. 24th St, Kearney	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,794.00	\$0.00
402/385	76 Plaza Blvd. Kearney	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,794.00	\$0.00
402/387	520 E 2nd St, Ainsworth	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/387	1002 East Zero St., Ainsworth	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/367	North Main, Atkinson	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/892	649 Cherry St, Clarkson	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/695	1504 Dakota St, Emerson	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/727	1750 N Lincoln Ave, Fremont	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/721	2320 N Colorado St, Fremont	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/986	417 Center ST, Howells	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/923	405 S 7th St, Humphrey	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/256	502 Wakefield St, Laurel	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/687	400 S 5th St, Lyons	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/644	801 Riverside Blvd, Norfolk	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/371	801 E Benjamin Ave, Norfolk	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/685	309 N Davis, Oakland	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/336	540 E Hynes St, O'Neil	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/336	409 East Adams St, O'Neill	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/385	609 Whitney St, Pender	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/337	207 N Pierce St, Randolph	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/352	401 Adams St, Schuyler	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/374	112 N 13th St, Tekamah	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A

402/376	239 N Wood St, Valentine	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/287	802 Highland St, Wakefield	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/287	211 10th St, Wakefield	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/375	611 W 7th St, Wayne	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/375	1111 Main Street, Wayne	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/372	1200 E Washington, West Point	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/372	539 E Decatur St, West Point	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
308/385	123 S Webb Rd Grand Island	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
308/995	505 14th Ave, Holdrege	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
308/995	412 W 14th Ave, Holdrege	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
308/324	1610 N Washington St, Lexington	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
308/345	700 W 7th St, McCook	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
308/284	314 W First St, Ogallala	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/472	901 N. 17th St, Lincoln	60 Mo	100 Mbps	\$1841.37	\$1,200.00	N/A	N/A
308/398	3180 W Highway 34, Grand Island	60 Mo	100 Mbps	\$1841.37	\$1,200.00	N/A	N/A
402/359	1110 S 67th St, Omaha	60 Mo	100 Mbps	\$1841.37	\$1,200.00	N/A	N/A

PRICING ATTACHMENT

High Bandwidth Network Router			
Part #	Description	60 Month Rate With 24X7X4 MTCE	Install
CISCO3845-SEC/K9	3845 Security Bundle, Adv Security, 64F/256D	\$484.37	\$750.00
CAB-AC	Power Cord, 110V		
S384ASK9-12403	Cisco 3845 ADVANCED SECURITY		
PWR-3845-AC	Cisco 3845 AC power supply		
MEM3800-256D-INCL	256BM SDRAM default memory for 3800		
MEM3800-64CF-INCL	64MB Cisco 3800 Compact Flash Memory Default		
ROUTER-SDM	Device manager for routers		
Total Router Costs		\$484.37	\$750.00
(Ethernet Link costs Need to be Added)			

Low Bandwidth Network Router			
Part #	Description	60 Month Rate With 24X7X4 MTCE	Install
CISCO3825-SEC/K9	3825 Security Bundle, Advanced Security, 64F/256D	\$352.65	\$750.00
CAB-AC	Power Cord, 110V		
ROUTER-SDM	Device manager for routers		
S382ASK9-12403	Cisco 3825 ADVANCED SECURITY		
PWR-3825-AC	Cisco 3825 AC power supply		
MEM3800-256D-INCL	256BM SDRAM default memory for 3800		
MEM3800-64CF-INCL	64MB Cisco 3800 Compact Flash Memory Default		
Total Router Costs		\$352.65	\$750.00
(Ethernet Link costs Need to be Added)			

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER

23271 04

PAGE 1 OF 4	ORDER DATE 01/24/07
BUSINESS UNIT 9000	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	
VENDOR ADDRESS: QWEST CORPORATION 1801 CALIFORNIA ST DENVER CO 80202-2658	

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

JANUARY 24, 2007 THROUGH JUNE 30, 2012

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.

Awarded from RFP Number 1752Z1

Contract to provide High Speed Wide Area Transport to Northeast Nebraska for the period from January 24, 2007 through June 30, 2012 as per included pricing attachments.

The contract shall incorporate the following previously submitted documents:

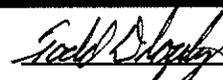
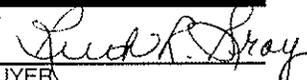
1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

CONTACT: Rob Sitek
PHONE: 402-422-6920
FAX: 402-422-6920

Line	Description
1	QMOE High Speed Network K-12 40 Mbps

Original/Bid Document 1752 Z1, Section 1



BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
23271 04

PAGE 2 OF 4	ORDER DATE 01/24/07
BUSINESS UNIT 9000	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

- | Line | Description |
|------|--|
| 2 | QMOE High Speed Network K-12
Non-recurring
Original/Bid Document 1752Z1, Section 1 |
| 3 | QMOE for Community Colleges
Original/Bid Document 1752Z1, Section 1 |
| 4 | QMOE for Community Colleges
Non-recurring
Original/Bid Document 1752Z1, Section 1 |
| 5 | QMOE for Wayne State College
Original/Bid Document 1752Z1, Section 1 |
| 6 | QMOE for Wayne State College
Non-recurring
Original/Bid Document 1752Z1, Section 1 |
| 7 | QMOE High Speed Network K-12
w/ hi bandwidth rounter 40Mbps
Original/Bid Document 1752Z1, Section 2 |
| 8 | QMOE High Speed Network K-12
w/low bandwidth rounter 40Mbps
Original/Bid Document 1752Z1, Section 2 |
| 9 | Installation charge K-12
Original/Bid Document 1752Z1, Section 2 |
| 10 | QMOE High Speed Network K-12
w/router 40 Mbps non-recurring
Original/Bid Document 1752Z1, Section 2 |
| 11 | QMOE High Speed Network
Community Colleges
w/ high bandwidth router 40 Mbps
Original/Bid Document 1752Z1, Section 2 |
| 12 | QMOE High Speed Network |

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
23271 04

PAGE 3 OF 4	ORDER DATE 01/24/07
BUSINESS UNIT 9000	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

Line	Description
	Community Colleges w/ low bandwidth router 40 Mbps Original/Bid Document 1752Z1, Section 2
13	Installation charge Community Colleges Original/Bid Document 1752Z1, Section 2
14	QMOE High Speed Network w/router 40 Mbps non-recurring for Community Colleges Original/Bid Document 1752Z1, Section 2
15	QMOE High Speed Network, WSC w/hi band40 Mbps non-recurring for Wayne State College Original/Bid Document 1752Z1, Section 2
16	QMOE High Speed Network, WSC w/low bandwidth rounter 40Mbps Original/Bid Document 1752Z1, Section 2
17	Installation charge, WSC Original/Bid Document 1752Z1, Section 2
18	QMOE for Wayne State College w/router 40 Mbps non-recurring Original/Bid Document 1752Z1, Section 2

BUYER INITIALS

STATE OF NEBRASKA
Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address:
<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

SCOPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initialed by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

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

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

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

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

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

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

PRICING ATTACHMENT

NPA/NXX	School Address	Minimum Service Term	Bandwidth Profile	Ethernet MRC (each)	Ethernet Install MRC (each)	Independent Company MRC	Independent Company NRC
402/395	605 S 6th St, Albion	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,095.52	\$0.00
402/371	605 Martin St, Battle Creek	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,505.00	\$4937.50
402/775	401 Thayer St, Butte	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,311.50	\$0.00
402/487	310 Short St, Leigh	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,855.00	\$4937.50
402/454	700 S Kent St, Madison	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,391.60	\$4937.50
402/887	106 West 3rd St, Neligh	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,965.90	\$4937.50
302/887	600 J St, Neligh	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,965.90	\$4937.50
402/447	101 S 8th St, Newman Grove	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,715.36	\$0.00
402/562	2200 26th St, Columbus	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,645.00	\$4937.50
402/562	2657 44th Ave, Columbus	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,645.00	\$4937.50
402/562	3744 83rd St, Columbus	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,645.00	\$4937.50
402/562	4500 63rd St, Columbus	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,645.00	\$4937.50
402/839	425 E 4th St, Orchard	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$3,452.05	\$4937.50
402/837	100 Main St, Macy	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,687.60	\$0.00
402/846	Little and Main St, Walthill	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,473.16	\$0.00
402/878	Hwy 77 & 75, Winnebago	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,527.00	\$0.00
402/748	202 W Prairie St, Osmond	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,077.50	\$0.00
402/648	708 Main St, Bancroft	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,222.24	\$0.00
402/373	311 E Benton St, Bloomfield	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,158.88	\$0.00
402/823	360 W 4th St, Cody	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,712.80	\$0.00
402/358	1609 Redick Ave, Creighton	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,127.20	\$0.00
402/368	601 Madison St, Tilden	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,741.20	\$4937.50
402/388	89048 N HWY 121, Crofton	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,412.32	\$0.00
402/693	209 N Ash St, Dodge	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,021.28	\$0.00
402/843	101 N 4th St, Elgin	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,968.80	\$0.00
402/843	303 Remington St, Elgin	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,968.80	\$0.00
402/626	416 N Spruce St, Ewing	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$876.32	\$0.00
402/857	247 N Hwy 12, Niobrara	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,760.80	\$0.00
402/857	206 Frazier Ave, Niobrara	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,760.80	\$0.00
402/652	530 W 13th St, North Bend	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,382.24	\$0.00
402/386	203 E Widman St, Petersburg	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,000.48	\$0.00
402/755	505 3RD ST, Ponca	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,475.68	\$0.00
402/664	400 Pebble St, Scribner	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,004.00	\$0.00
402/668	204 Second St, Verdigre	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,475.68	\$0.00
402/586	300 S Bismarck St, Wausa	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,905.44	\$0.00
402/529	801 18th St, Wisner	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,683.68	\$0.00
402/357	709 St James Ave, Wynot	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,412.32	\$0.00
308/334	344 Main St, Trenton	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,267.36	\$0.00
402/334	600 Randolph West, Bartlett	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,667.08	\$0.00

402/654	2163 County Road G, Hooper	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$965.00	\$0.00
402/254	501 S. Broadway St., Hartington	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,443.80	\$0.00
402/482	201 South A St, Chambers	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,352.60	\$0.00
402/635	126 E 5th St, Allen	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,085.00	\$0.00
402/283	203 S Main St, Coleridge	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,311.50	\$0.00
402/355	508 Annie St, Newcastle	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,730.00	\$0.00
402/775	106 E Greig St, Spencer	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,034.30	\$0.00
402/924	404 E 2nd St, Stuart	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$965.00	\$0.00
402/286	203 Crawford St, Winside	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1032.20	\$0.00
402/329	201 N Sunset, Pierce	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,187.30	\$0.00
402/582	301 E Pilcher St, Plainview	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,307.00	\$0.00
402/684	202 E Florence St., Bassett	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,406.60	\$0.00
402/439	1007 Kingwood St, Stanton	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,083.80	\$0.00
402/569	701 Hoffman St, Lynch	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,334.60	\$0.00
402/497	101 Football Ave, Springview	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,836.20	\$0.00
308/220	4215 I St, Scottsbluff	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,909.70	\$0.00
402/585	501 Iowa St, Clearwater	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$977.60	\$0.00
402/991	816 Willard Ave, Genoa	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,284.10	\$4937.50
402/698	212 S 3rd St, Homer	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,980.00	\$0.00
402/494	3301 G St, So. Sioux City	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,980.00	\$0.00
402/241	3309 Daniels Lane, So. Sioux City	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,980.00	\$0.00
308/385	310 W. 24th St, Kearney	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,794.00	\$0.00
402/385	76 Plaza Blvd. Kearney	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,794.00	\$0.00
402/387	520 E 2nd St, Ainsworth	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/387	1002 East Zero St., Ainsworth	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/367	North Main, Atkinson	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/892	649 Cherry St, Clarkson	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/695	1504 Dakota St, Emerson	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/727	1750 N Lincoln Ave, Fremont	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/721	2320 N Colorado St, Fremont	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/986	417 Center ST, Howells	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/923	405 S 7th St, Humphrey	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/256	502 Wakefield St, Laurel	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/687	400 S 5th St, Lyons	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/644	801 Riverside Blvd, Norfolk	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/371	801 E Benjamin Ave, Norfolk	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/685	309 N Davis, Oakland	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/336	540 E Hynes St, O'Neil	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/336	409 East Adams St, O'Neill	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/385	609 Whitney St, Pender	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/337	207 N Pierce St, Randolph	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/352	401 Adams St, Schuyler	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/374	112 N 13th St, Tekamah	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A

402/376	239 N Wood St, Valentine	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/287	802 Highland St, Wakefield	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/287	211 10th St, Wakefield	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
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308/324	1610 N Washington St, Lexington	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
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308/284	314 W First St, Ogallala	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/472	901 N. 17th St, Lincoln	60 Mo	100 Mbps	\$1841.37	\$1,200.00	N/A	N/A
308/398	3180 W Highway 34, Grand Island	60 Mo	100 Mbps	\$1841.37	\$1,200.00	N/A	N/A
402/359	1110 S 67th St, Omaha	60 Mo	100 Mbps	\$1841.37	\$1,200.00	N/A	N/A

PRICING ATTACHMENT

High Bandwidth Network Router		
Part #	Description	60 Month Rate With 24X7X4 MTCE
CISCO3845-SEC/K9	3845 Security Bundle, Adv Security, 64F/256D	\$484.37
CAB-AC	Power Cord, 110V	
S384ASK9-12403	Cisco 3845 ADVANCED SECURITY	
PWR-3845-AC	Cisco 3845 AC power supply	
MEM3800-256D-INCL	256BM SDRAM default memory for 3800	
MEM3800-64CF-INCL	64MB Cisco 3800 Compact Flash Memory Default	
ROUTER-SDM	Device manager for routers	
Total Router Costs		\$484.37
(Ethernet Link costs Need to be Added)		
		\$750.00

Low Bandwidth Network Router		
Part #	Description	60 Month Rate With 24X7X4 MTCE
CISCO3825-SEC/K9	3825 Security Bundle, Advanced Security, 64F/256D	\$352.65
CAB-AC	Power Cord, 110V	
ROUTER-SDM	Device manager for routers	
S382ASK9-12403	Cisco 3825 ADVANCED SECURITY	
PWR-3825-AC	Cisco 3825 AC power supply	
MEM3800-256D-INCL	256BM SDRAM default memory for 3800	
MEM3800-64CF-INCL	64MB Cisco 3800 Compact Flash Memory Default	
Total Router Costs		\$352.65
(Ethernet Link costs Need to be Added)		
		\$750.00

**AMENDMENT TO
QWEST LOYAL ADVANTAGE™ AGREEMENT**

THIS AMENDMENT NO. 3 (this "Amendment") by and between **Qwest Communications Corporation** ("Qwest" or "QCC") and **State of Nebraska** ("Customer"), hereby amends the Qwest Loyal Advantage Agreement, Qwest Content ID: 096044, 132528 and 175893, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

Qwest and Customer wish to amend the Agreement as follows:

1. **Addition of Services.** Customer is adding the following Services to the Agreement:

- **State of Nebraska Ethernet Services**

2. **Pricing.**

2.1 New pricing under this Amendment, if any, applicable to Customer's existing Services will become effective at Qwest's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date. New pricing, if any, is in lieu of, and supersedes and replaces in its entirety, the pricing that Customer previously received under the Agreement.

2.2 Provisioning for the State of Nebraska Ethernet Service will not begin until July 1, 2007.

3. **Miscellaneous.** This Amendment will be effective as of the date it is executed by Qwest after the Customer's signature (the "Amendment Effective Date") and be deemed incorporated by reference into the Agreement. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

The undersigned parties have read and agree to the terms and conditions set forth in this Amendment.

QWEST COMMUNICATIONS CORPORATION

CUSTOMER: STATE OF NEBRASKA

By: *Bryce Adams*

By: *[Signature]*

Name: *Bryce Adams on behalf of Sue Ecker*

Name: *Don J. Medinger*

Title: *Director, Offer Management*

Title: *Material Administrator*

Date: *1-29-2007*

Date: *1-29-07*

**QWEST LOYAL ADVANTAGE® AGREEMENT
STATE OF NEBRASKA ETHERNET SERVICE EXHIBIT**

1. General; Definitions. Except as set forth in this Service Exhibit, capitalized terms will have the definitions assigned to them in the Agreement. Qwest will provide State of Nebraska Ethernet Service ("Service") under the terms of the Agreement, Services Schedule, and this Service Exhibit.

"Circuit" means State of Nebraska Ethernet circuit.

"Gbps" means gigabits per second.

"IOC" means inter-office channel.

"Mbps" means megabits per second.

"Minimum Service Term" means the term associated with each Circuit, as specified on the Pricing Attachment.

"Net Rate" is in lieu of all other rates, discounts, and promotions, including the QTA Discount.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"Qwest Domestic Network" means the Qwest operated facilities located within the 48 contiguous states that consist of transport POPs, physical media, switches, circuits, and/or ports that are operated solely by Qwest.

"Start of Service Date" means the date Qwest notifies Customer that the Service component is provisioned and ready for use.

"V & H Miles" means the airline mileage for the IOC between Qwest POPs.

2. Service.

2.1 Description. Qwest Nebraska Ethernet Service is offered on an Individual Case Basis. Service is a flexible data transport service that uses established Ethernet transport technology. The Service provides intrastate connections between multiple Customer locations within and between metropolitan areas using native Ethernet protocol. The transmission speed depends on the Ethernet port ("Port") selected and the amount of bandwidth ordered over the Port ("Bandwidth Profile"). Service extends to the Demarcation Point. The "Demarcation Point" is the Qwest fiber distribution panel or digital cross-connect in the building's telecommunications facility or meet-me point.

2.1.1 Qwest Nebraska Ethernet Service is offered on a best effort basis. The service level objective is 99.9% availability measured on a calendar monthly basis and effective as of the first day of the second month after initial installation of Service.

2.1.2 Service Specifications:

- a) Service conforms to IEEE 802.3 standards for 100BASE-TX and 1000Base-SX interfaces.
- b) Service is rate limited to the Customer specified bandwidth.
- c) Standard service is full duplex.
- d) Service allows aggregation of multiple VLANs based on availability. (For purposes of this document, the term VLAN may be used interchangeably with the term "EVC" or Ethernet Virtual Circuit).
- e) Service will provide Ethernet transport between the sites described in the Pricing Attachment.
- f) The Service supports Bandwidth Profiles including: 5 Mbps, 10 Mbps - 100 Mbps in 10 Mbps increments, and 100M through 1000 Mbps in 100Mbps increments, subject to the interface's bandwidth limitations.
- g) Customer Bandwidth Profiles by site is indicated in the Pricing Attachment.
- h) Some Customer locations are limited to a 40 Mbps Bandwidth Profile.
- i) Maximum frame size supported is 1518 bytes for untagged VLAN traffic and 1522 bytes for tagged VLAN traffic.
- j) Customer hand-offs are standard Cat5 or two fiber pair connections depending upon the Bandwidth Profile selected.
- k) Service is provided over a shared network and is not dedicated to one user. Customer traffic is separated using Virtual LANs ("VLANs") on the network.
- l) Customer may provide Qwest tagged or untagged VLAN traffic for transport.

2.1.3 Service Restrictions:

- a) Customer may not exceed a total aggregated bandwidth of 200 Mbps to connect VLANs between the Qwest designated hub locations serving different metropolitan areas. Requests to increase bandwidth will require an amendment to the Agreement.
- b) Customer tagged traffic requires prior coordination with Qwest before ordering.
- c) Jumbo Frames are not supported "Jumbo Frame" is a feature that allows Ethernet hardware to send, receive or transport Ethernet frames above 1518 bytes in size.
- e) The local access portion of this service will be provided using Qwest metropolitan optical Ethernet service and will be subject to the technical parameters defined in the Qwest Communications International Inc. Technical Publication Metro Optical Ethernet #77411 located at <http://www.qwest.com/techpub/77411/77411.pdf>.

2.3 Order of Precedence. In the event of a conflict in any term of any documents that govern the provision of Service hereunder, the following order of precedence will apply in descending order of control: the Service Exhibit, QLA Agreement, any Order Form, Qwest RFP response, and RFP.

**QWEST LOYAL ADVANTAGE® AGREEMENT
STATE OF NEBRASKA ETHERNET SERVICE EXHIBIT**

3. Term; Cancellation. The term of this Service Exhibit will begin upon the Effective Date of the Agreement and will continue through June 30, 2012, ("Minimum Service Term") with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by both parties ("Term"). Each Circuit ordered during the Term will commence on the Start of Service Date and will continue through the end of the Minimum Service Term. New locations may be added during the Term if facilities are available. Special Construction charges may apply if facilities are not available. If the Agreement or any Circuit provisioned hereunder is canceled prior to the expiration of the applicable Minimum Service Term for reasons other than by Customer for Cause, then Customer will pay to Qwest: (a) all charges for the Circuits being canceled through the effective date of such cancellation; (b) a Cancellation Charge is equal to 100% of the Termination Liability Charge incurred by Qwest including third party charges, for the full Term of the Agreement ("Termination Liability" means all accrued charges to QCC by any third party provider including but not limited Qwest Corporation for Metropolitan Ethernet Services, any special construction charges, and any waived NRC's.) for each canceled Circuit that otherwise would have become due for the unexpired portion of the applicable Minimum Service Term; and (c) the amount of any NRC discount or waiver that Qwest granted to Customer for the canceled Circuit(s).

4. Charges. Customer will pay the charges associated with this Service asset forth in the Pricing Attachment and will be payable in accordance with the State of Nebraska Prompt Pay Act, Neb. Rev. Stat. §§ 81-2401 to 81-2408, shall be considered past due and subject to interest at the lesser of: (a) the rate of one and one-half percent (1½%) per month; or (b) the highest rate permitted by applicable law.

**QWEST LOYAL ADVANTAGE® AGREEMENT
STATE OF NEBRASKA ETHERNET SERVICE EXHIBIT**

Pricing Attachment

NPA/NXX	School Address	Minimum Service Term	Bandwidth Profile	Ethernet MRC (each)	Ethernet Install NRC (each)	Independent Company MRC	Independent Company NRC
402/395	605 S 6th St, Albion	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,095.52	\$0.00
402/371	605 Martin St, Battle Creek	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,505.00	\$600.00
402/775	401 Thayer St, Butte	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,311.50	\$0.00
402/487	310 Short St, Leigh	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,855.00	\$600.00
402/454	700 S Kent St, Madison	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,391.60	\$600.00
402/887	106 West 3rd St, Neligh	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,965.90	\$600.00
302/887	600 J St, Neligh	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,965.90	\$600.00
402/447	101 S 8th St, Newman Grove	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,715.36	\$0.00
402/562	2200 26th St, Columbus	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,645.00	\$600.00
402/562	2657 44th Ave, Columbus	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,645.00	\$600.00
402/562	3744 83rd St, Columbus	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,645.00	\$600.00
402/562	4500 63rd St, Columbus	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,645.00	\$600.00
402/839	425 E 4th St, Orchard	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$3,452.05	\$600.00
402/837	100 Main St, Macy	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,687.60	\$0.00
402/846	Little and Main St, Walthill	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,473.16	\$0.00
402/878	Hwy 77 & 75, Winnebago	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,527.00	\$0.00
402/748	202 W Prairie St, Osmond	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,077.50	\$0.00
402/648	708 Main St, Bancroft	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,222.24	\$0.00
402/373	311 E Benton St, Bloomfield	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,158.88	\$0.00
402/823	360 W 4th St, Cody	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,712.80	\$0.00
402/358	1609 Redick Ave, Creighton	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,127.20	\$0.00
402/368	601 Madison St, Tilden	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,741.20	\$600.00
402/388	89048 N HWY 121, Crofton	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,412.32	\$0.00
402/693	209 N Ash St, Dodge	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,021.28	\$0.00
402/843	101 N 4th St, Elgin	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,968.80	\$0.00
402/843	303 Remington St, Elgin	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,968.80	\$0.00
402/626	416 N Spruce St, Ewing	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$876.32	\$0.00
402/857	247 N Hwy 12, Niobrara	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,760.80	\$0.00
402/857	206 Frazier Ave, Niobrara	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,760.80	\$0.00
402/652	530 W 13th St, North Bend	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,382.24	\$0.00
402/386	203 E Widman St, Petersburg	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,000.48	\$0.00
402/755	505 3RD ST, Ponca	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,475.68	\$0.00
402/664	400 Pebble St, Scribner	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,004.00	\$0.00
402/668	204 Second St, Verdigre	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,475.68	\$0.00
402/586	300 S Bismarck St, Wausa	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,905.44	\$0.00
402/529	801 18th St, Wisner	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,683.68	\$0.00
402/357	709 St James Ave, Wynot	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,412.32	\$0.00
308/334	344 Main St, Trenton	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,267.36	\$0.00
402/334	600 Randolph West, Bartlett	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,667.08	\$0.00
402/654	2163 County Road G, Hooper	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$965.00	\$0.00
402/254	501 S. Broadway St., Hartington	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,443.80	\$0.00

**QWEST LOYAL ADVANTAGE® AGREEMENT
STATE OF NEBRASKA ETHERNET SERVICE EXHIBIT**

402/482	201 South A St, Chambers	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,352.60	\$0.00
402/635	126 E 5th St, Allen	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,085.00	\$0.00
402/283	203 S Main St, Coleridge	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,311.50	\$0.00
402/355	508 Annie St, Newcastle	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,730.00	\$0.00
402/775	106 E Greig St, Spencer	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,034.30	\$0.00
402/924	404 E 2nd St, Stuart	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$965.00	\$0.00
402/286	203 Crawford St, Winside	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1032.20	\$0.00
402/329	201 N Sunset, Pierce	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,187.30	\$0.00
402/582	301 E Pilcher St, Plainview	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,307.00	\$0.00
402/684	202 E Florence St., Bassett	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,406.60	\$0.00
402/439	1007 Kingwood St, Stanton	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,083.80	\$0.00
402/569	701 Hoffman St, Lynch	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,334.60	\$0.00
402/497	101 Football Ave, Springview	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,836.20	\$0.00
308/220	4215 I St, Scottsbluff	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,909.70	\$0.00
402/585	501 Iowa St, Clearwater	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$977.60	\$0.00
402/991	816 Willard Ave, Genoa	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$2,284.10	\$600.00
402/698	212 S 3rd St, Homer	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,980.00	\$0.00
402/494	3301 G St, So. Sioux City	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,980.00	\$0.00
402/241	3309 Daniels Lane, So. Sioux City	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,980.00	\$0.00
308/385	310 W. 24th St, Kearney	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,794.00	\$0.00
402/385	76 Plaza Blvd. Kearney	60 Mo	40 Mbps	\$1,554.09	\$600.00	\$1,794.00	\$0.00
402/387	520 E 2nd St, Ainsworth	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/387	1002 East Zero St., Ainsworth	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/367	North Main, Atkinson	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/892	649 Cherry St, Clarkson	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/695	1504 Dakota St, Emerson	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/727	1750 N Lincoln Ave, Fremont	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/721	2320 N Colorado St, Fremont	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/986	417 Center ST, Howells	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/923	405 S 7th St, Humphrey	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/256	502 Wakefield St, Laurel	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/687	400 S 5th St, Lyons	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/644	801 Riverside Blvd, Norfolk	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/371	801 E Benjamin Ave, Norfolk	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/685	309 N Davis, Oakland	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/336	540 E Hynes St, O'Neil	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/336	409 East Adams St, O'Neill	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/385	609 Whitney St, Pender	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/337	207 N Pierce St, Randolph	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/352	401 Adams St, Schuyler	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/374	112 N 13th St, Tekamah	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/376	239 N Wood St, Valentine	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/287	802 Highland St, Wakefield	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/287	211 10th St, Wakefield	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/375	611 W 7th St, Wayne	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/375	1111 Main Street, Wayne	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/372	1200 E Washington, West Point	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A

**QWEST LOYAL ADVANTAGE® AGREEMENT
STATE OF NEBRASKA ETHERNET SERVICE EXHIBIT**

402/372	539 E Decatur St, West Point	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
308/385	123 S Webb Rd Grand Island	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
308/995	505 14th Ave, Holdrege	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
308/995	412 W 14th Ave, Holdrege	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
308/324	1610 N Washington St, Lexington	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
308/345	700 W 7th St, McCook	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
308/284	314 W First St, Ogallala	60 Mo	40 Mbps	\$1,554.09	\$600.00	N/A	N/A
402/472	901 N. 17th St, Lincoln	60 Mo	100 Mbps	\$1841.37	\$1,200.00	N/A	N/A
308/398	3180 W Highway 34, Grand Island	60 Mo	100 Mbps	\$1841.37	\$1,200.00	N/A	N/A
402/359	1110 S 67th St, Omaha	60 Mo	100 Mbps	\$1841.37	\$1,200.00	N/A	N/A

OM Contract Cover Sheet -- GES

⇒ To avoid processing delays, a completed **OM Contract Cover Sheet** must be included w/ 2 customer-signed original contracts, including all exhibits, when sent to Contract Management. Please be sure to check-off your Regional Sales Director for proper contract return. OM Director signature is required on all non-standard contracts.

*Sales Executive complete this information (**REQUIRED INFORMATION IS IN THE FIRST COLUMN**):

Customer Name	OMR # / OM Analyst	Contract #	Is this an Existing Customer? (Y/N)?	Customer Acct. #	Monthly \$ value of contract
State of Nebraska	1117414/ Bizzari	TBD	Yes	TBD	\$245,000
Sales Executive Information		Sales Executive Address & Phone #			
Name: Rob Sistik Sales office code: GESOMHA (must use ONE sales office code from list below) e-mail address: robert.sistik@qwest.com		1314 Douglas on the Mall 3rd Floor Omaha, NE 68127 402-422-6920			
AC/ASR Information		AC/ASR Address & Phone #			
Name: Jason Ross e-mail address: Jason.ross@qwest.com		1314 Douglas on the Mall 3rd Floor Omaha, NE 68127 402-422-6985			

- Sales Executive -- YOU MUST PROVIDE YOUR NAME, YOUR SALES OFFICE CODE AND YOUR EMAIL ADDRESS OR YOUR CONTRACT WILL BE REJECTED.** Choose the appropriate Sales Office Codes described on the list attached below.
- Sales Executive** check appropriate Regional Sales Director with an **X** from address list below in OM Group Task #1
- Sales Office Admin or Sales Executive** complete the overnight information & send to the Offer Management contact listed below. Before sending the contracts review for hand written changes & log the overnight tracking number (if there are hand written changes reject back to the Sales Executive -- the Sales Executive will need to involve Offer Management to resolve.) Please note: you must send (2) two customer-signed original contracts, including all exhibits regardless of whether a signature is required on such exhibit.

Date overnight sent:	2/7/2007	Overnight tracking number:	1Z9A35V62210055454
Name & phone number	Kim Mortensen Financial/Business Analyst 303-308-5162	Address	Qwest Communications Corp. 1801 California St., 34th Floor Denver, CO 80202

OM Group Task #1 send one counter-signed original to the Sales contact, listed above, who is within the checked Regional Sales Director's group below.

Date sent (and overnight tracking number if applicable -- regular mail is fine in most cases)		
Sales (X) Here	Regional Sales Director Name & phone number	Qwest Communications Address
	Marjorie Fredd -- 612-664-4500	Qwest: 600 Stinson Blvd, Minneapolis, MN 55413
	Al Macaluso -- 602.512.2500	Qwest: 4041 N Central Ave, Room 1800, Phoenix, AZ 85012
	Mike Stepan -- 503.425.3366	Qwest: 421 SW Oak St, Room 710, Portland, OR 97204-1817

-Resources for Promo Code Status: Upon review and acceptance of your completed coversheet and customer signed originals, OMCM requests Promo Codes from the Billing Promo Group (if applicable for GES).

As OM and OMCM do not create Promo Codes there are two resources you should check prior to calling OM or OMCM regarding the status of your Promo Codes.

1) The Billing Promo Code group (<mailto:billingpromocodes@qwest.com>) is responsible for creating Promo Codes once OMCM sends the executed contracts to them. Billing Promo Group maintains a spreadsheet on their shared drive that provides the status of promo codes.

Please note:

- The contract is not complete or valid unless the two customer-signed originals sent to OM include all pages of the contract and all exhibits (regardless of whether a particular exhibit requires a signature). No alterations can be made to the contract. No fax or photocopy signatures are allowed.
- Escalation is driven by the overnight package tracking number. If no overnight tracking number is documented by sales or if the overnight carrier does not confirm delivery to OM's address the responsibility to locate the contracts is Sales. If the overnight carrier shows that the package was delivered to OM's address it is OM's responsibility to locate the contracts.
- Web Hosting OM contracts include order forms that must be completed and submitted to Offer Management with the customer-signed contract.
- For signature authority guidelines, please see:
http://denntwsi014.qwest.net:1980/departments/compliance/Guidelines/Signature_Guidelines.htm
- For channel integration guidelines, please review the document at:
<http://ilink.lci.com/intradoc/groups/public/documents/formtemplate/017308.doc>

**AMENDMENT TO
QWEST LOYAL ADVANTAGE™ AGREEMENT**

THIS AMENDMENT NO. 5 (this "Amendment") by and between **Qwest Communications Corporation** ("Qwest") and **State of Nebraska** ("Customer"), hereby amends the Qwest Loyal Advantage Agreement, Qwest Content ID: 096044, 132528, 175893, OMR 1116296 and OMR 1117383, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

Qwest and Customer wish to amend the Agreement as follows:

1. Modifications to Qwest Loyal Advantage Agreement.

1.1 On all pages, "Copyright © 2004 Qwest. All Rights Reserved" and "CONFIDENTIAL" deleted from the footer.

1.2 The last sentence of **1. Services** deleted and replaced with the following:

1. **Services.** . . . The parties agree that any reference to the "Qwest Total Advantage® Agreement" on the Service Exhibits will be understood to mean Qwest Loyal Advantage Agreement.

1.3 The following is added at the end of the last sentence in **2. Term**:

2. **Term.** . . . , as set forth in each Service Exhibit.

1.4 Delete **5. Disclaimer of Warranties** and replace with the following:

5. Disclaimer of Warranties.

TO THE EXTENT PERMITTED BY LAW, EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN A SERVICE EXHIBIT, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. QWEST EXERCISES NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET. QWEST DISCLAIMS: (A) ANY LIABILITY FOR LOSS, DAMAGE, OR INJURY TO ANY PARTY AS A RESULT OF ANY CPE DEFECTS; AND (B) ALL WARRANTIES FOR CPE.

1.5 Delete the first sentence of **6. Limitation of Liability, (a)**, and replace with the following:

- (a) TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY, ITS AFFILIATES, AGENTS OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED.

1.6 Delete **6. Limitation of Liability, (b)**, in its entirety and replace with the following:

- (b) Any claim or dispute out of or relating to this Agreement must be brought within the applicable statute of limitations.

1.7 Delete **7. Personal Injury, Death, and Property Damage** and replace with the following:

7. Personal Injury, Death, and Property Damage. To the extent permitted under law, each party will be responsible to the other party for the actual, physical damages directly caused by its negligent acts or omissions in the course of its performance under this Agreement, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property. Damages under this Section will be subject to the limitation of liability in this Agreement but not the Damage Cap.

1.8 Delete **8. Indemnification** and replace with the following:

8. Responsibilities. To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, involving personal injury or death to persons or loss or damage to personal tangible property resulting from the gross negligence or willful misconduct of the responsible party.

1.9 Delete the fourth sentence in **9. Voice and Data Services, (b) CPNI**, and replace with the following:

Customer expressly authorized Qwest, its Affiliates, or its sales representatives to use CPNI to determine if Customer could benefit from other services offered by Qwest and its affiliates, and market them through the Office of the Chief Information Officer of the

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State of Nebraska.

1.10 Add the following language to the end of **10. AUP**:

If such modification (i) materially and adversely affects the Customer; and, (ii) is less than the prevailing industry standard for Service at the time of such modification; and, (iii) is not required by government or judicial action, then Customer may terminate this Agreement upon thirty (30) days prior written notice without liability for termination liability charges; provided, however that Customer provides Qwest written notification of its intent to terminate this Agreement under this Section and provides Qwest thirty days to cure such modification.

1.11 Delete the first sentence of **12. Confidentiality; Publicity**, and replace with the following:

12. Confidentiality; Publicity. Neither party shall, without the prior written consent of the other party, disclose or use (except as required by law or except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party, during the Term of this Agreement and for two years following the expiration or termination hereof.

1.12 Add the following language after the last sentence of **12. Confidentiality; Publicity**:

12. Confidentiality; Publicity. . . . Such consent by Customer may be given in writing by the State of Nebraska's Chief Information Officer.

1.13 Delete **13. Governing Law** in its entirety and replace with the following:

13. Governing Law. Each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys' fees). To the extent the Communications Act of 1934 does not govern, this Agreement shall be governed by the laws of the State of Nebraska without regard to its choice of law principles. Both parties hereby consent to the exclusive jurisdiction of such courts, and expressly waive (i) any objections or defense based upon lack of personal jurisdiction or venue, and (ii) their right to have any dispute relating to the Agreement heard by a jury.

1.14 Delete **16. General** in its entirety and replace with the following:

16. General. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Qwest, which consent will not be unreasonably withheld. There shall be no charge to Customer for any assignment hereunder. This Agreement is intended solely for Qwest and Customer and it will not benefit or be enforceable by any other person or entity, including without limitation, End Users. If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder; provided, however, if Customer fails to comply with the timeliness in a service level agreement for claiming its rights to credit and/or termination, Customer will be deemed to have waived such rights. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: 1) Agreement Amendments with the latest dated amendment having priority, 2) this Agreement, 3) the original RFP, 5) RFP addenda, with the latest dated having priority, 5) Qwest's proposal, 6) the signed RFP form, 7) any applicable Tariff. All documents referenced in this paragraph are hereby incorporated by reference and made part of this Agreement.. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. This Agreement, the RFP, and any applicable Service Exhibit, Services Schedule and any Order Forms accepted hereunder constitute the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersede all prior oral or written agreements or understandings relating to the subject matter hereof. Except for Services Schedule, Tariff, AUP, or Service modifications initiated by Qwest, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. Qwest reserves the right at any time to reject any handwritten change to this Agreement, unless signed by both parties' authorized representatives.

1.15 Delete the definition of "Early Termination Charge" under **17. Definitions**;

1.16 Add the following definition under **17. Definitions**:

"Cancellation Charge" means: (a) cancellation charges that apply if a Service is canceled before its minimum service period described in the Service Exhibit expires; and (b) charges incurred by QCC from a third party provider as a result of an early termination.

1.17 Delete and replace the definition of "Force Majeure Event" under **17. Definitions**. With the following:

"Force Majeure Event" means a natural disaster or other similar event outside the control of and not attributable to the fault or negligence of the party.

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2. Modifications to Qwest Loyal Advantage Agreement Domestic Private Line Exhibit

- 2.1 On all pages, "Copyright © 2004 Qwest. All Rights Reserved" and "CONFIDENTIAL" deleted from the footer.
- 2.2 Delete the last sentence of **4. Term** and replace with the following:

4. Term. . . . If the Agreement or any On-Net Circuit provisioned hereunder is terminated prior to the expiration of the Minimum Service Term for reasons other than a default by Qwest, then Customer will pay to Qwest: (a) all charges for Service provided through the effective date of such cancellation (b) 100% of the termination liability charge incurred by Qwest including third party charges ("Termination Liability" means all accrued charges to QCC by any third party provider, any special construction charges, and any waived NRC's.) and (c) the reimbursement amount of any NRC discount or waiver that Qwest granted to Customer.

3. Modifications to Qwest Loyal Advantage Agreement Local Access Service Exhibit

- 3.1 On all pages, "Copyright © 2004 Qwest. All Rights Reserved" and "CONFIDENTIAL" deleted from the footer.
- 3.2 Delete **5. Term** in its entirety and replace with the following:

5. Term. The term of any Service begins on the Start of Service Date and continues for a minimum of 12 months from the Start of Service Date unless a longer term is specified ("Minimum Service Term"). Customer, at its sole option, may renew this agreement for up to three (3) additional one (1) year periods by providing notice of its intent to renew thirty (30) days before expiration. The Minimum Service Term and any renewal term will be referred to as the "Term." Upon written notice to the other party at least 30 days prior to the conclusion of any Term, either party may terminate the Service associated with this Exhibit.

- 3.3 Delete **6. Termination** in its entirety and replace with the following:

6. Termination.

6.1 On-Net Access Cancellation Prior to Acceptance. If Customer cancels an On-Net Access circuit for which no special construction by Qwest is necessary, after the fifth business day of placing the order with Qwest but prior to the date Qwest informs Customer that the circuit is available ("Delivery Date"), then Customer agrees to pay the actual cost of terminating the order.

6.2 Leased Access Cancellation Prior to Acceptance. If Customer cancels a Leased Access circuit for which no special construction by Qwest is necessary, after the fifth business day of placing the order with Qwest but prior to the Delivery Date, then Customer agrees to pay the actual cost of terminating the order.

6.3 Termination after Acceptance. If this Exhibit or a particular Service is terminated for reasons other than by Customer for Cause, prior to the conclusion of the Minimum Service Term of the Service, Customer will pay: 100% of the termination liability charge incurred by Qwest including third party charges ("Termination Liability" means all accrued charges to QCC by any third party provider, any special construction charges, and any waived NRC's.)

- 3.4 Delete the second sentence of **7.1 Charges and Payments** and replace with the following:

7. Charges and Payments,If during the provisioning of Service, Qwest learns that it will incur additional charges (i.e. non-recurring charges, special construction charges, etc), Customer may elect to accept such additional charges or instruct Qwest not to proceed with the provisioning of Service.

4. Miscellaneous. This Amendment will be effective as of the date it is executed by Qwest after the Customer's signature (the "Amendment Effective Date") and be deemed incorporated by reference into the Agreement. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

The undersigned parties have read and agree to the terms and conditions set forth in this Amendment.

QWEST COMMUNICATIONS CORPORATION

By: 
Name: Richard Fernandez
Title: Director, Offer Management
Date: 2/14/07

CUSTOMER: STATE OF NEBRASKA

By: 
Name: Don J. Medinger
Title: Administrator, DAS Materiel Division
Date: _____