

# 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**  
**31060 04**

PAGE 1 of 5	ORDER DATE 07/23/10
BUSINESS UNIT 65060027	BUYER TODD DLOUHY
VENDOR NUMBER: 1855543	
VENDOR ADDRESS: QWEST COMMUNICATIONS COMPANY, LLC 1314 DOUGLAS ST FL 3 OMAHA NEBRASKA 68102-1939	

THE CONTRACT PERIOD IS:

**FEBRUARY 01, 2008 THROUGH JUNE 30, 2012**

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM THE 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 Contract/Bid Document 2258 Z1

Contract to provide Networking Services in Nebraska for the period effective February 1, 2008 through June 30, 2012 with the option to renew for four (4) additional one (1) year periods as mutually agreed upon by all parties.

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;

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

AMENDMENT 1 - See attached Amendment to the Terms and Conditions (01/30/08 lg)

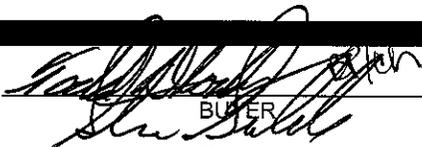
AMENDMENT 2 - Qwest Loyal Advantage Agreement Amendment 10

AMENDMENT THREE (3) - Added lines 31-33. Pricing established by Amendment two (2). (04/03/09 jc)

AMENDMENT FOUR (4) - Added lines 34-35. Pricing established by Amendment Two (2). (04/22/09 djg)

AMENDMENT FIVE (5) - Added line 36. Pricing established by Amendment Two (2). (04/22/10 jc)

AMENDMENT SIX (6) - Contract name change. (07/23/10 djg)

  
BUYER  
MATERIEL ADMINISTRATOR

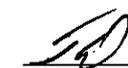
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BUSINESS UNIT 65060027	BUYER TODD DLOUHY
VENDOR NUMBER: 1855543	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	100Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	24.0000	MO	3,114.9500	74,758.80
2	200Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	13.0000	MO	3,444.9500	44,784.35
3	300Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	3,774.9500	3,774.95
4	400Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	4,104.9500	4,104.95
5	500Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	4,434.9500	4,434.95
6	600Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	4,764.9500	4,764.95
7	700Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	5,094.9500	5,094.95
8	800Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	13.0000	MO	5,424.9500	70,524.35
9	900Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	5,754.9500	5,754.95
10	1000Mbps High Speed Transport Nebr. Hall - G.I. College Park	1.0000	MO	6,084.9500	6,084.95

  
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VENDOR NUMBER: 1855543	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	No non-recurring installation charges Original/Bid Document 2258Z1, Section 9				
11	100Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	3,609.9500	3,609.95
12	200Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	3,939.9500	3,939.95
13	300Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	24.0000	MO	4,269.9500	102,478.80
14	400Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	13.0000	MO	4,599.9500	59,799.35
15	500Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	4,929.9500	4,929.95
16	600Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	5,259.9500	5,259.95
17	700Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	5,589.9500	5,589.95
18	800Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	5,919.9500	5,919.95
19	900Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	6,249.9500	6,249.95

  
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VENDOR NUMBER: 1855543	

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20	1000Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	6,579.9500	6,579.95
21	100Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	2,839.9500	2,839.95
22	200Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	3,169.9500	3,169.95
23	300Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	13.0000	MO	3,499.9500	45,499.35
24	400Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	3,829.9500	3,829.95
25	500Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	4,159.9500	4,159.95
26	600Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	4,489.9500	4,489.95
27	700Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	4,819.9500	4,819.95
28	800Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1.0000	MO	5,149.9500	5,149.95
29	900Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall	1.0000	MO	5,479.9500	5,479.95

  
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31	1000 Mbps Ethernet Port Oma Ptr Kiewit or Nebr. Hall	72.0000	MO	6,059.2000	436,262.40
32	200 Mbps Ethernet Port Oma Ptr Kiewit or Nebr. Hall	36.0000	MO	2,290.4000	82,454.40
33	Non-recurring Charge Installation	5.0000	EA	1,200.0000	6,000.00
34	100 Mbps Ethernet Port Oma Ptr Kiewit or Nebr. Hall	25.0000	MO	1,819.2000	45,480.00
35	500 Mbps Ethernet Port Oma Ptr Kiewit or Nebr. Hall	34.0000	MO	3,704.0000	125,936.00
36	800 MBPS ETHERNET PORT OMA PTR KIEWIT OR NEBR. HALL	24.0000	MO	5,117.6000	122,822.40
	<b>Total Order</b>				<b>1,332,644.00</b>



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**31060 04**

PAGE 1 of 6	ORDER DATE 04/22/10
BUSINESS UNIT 65060027	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	
VENDOR ADDRESS: QWEST CORPORATION 1801 CALIFORNIA ST DENVER COLORADO 80202-2658	

THE CONTRACT PERIOD IS:

**FEBRUARY 01, 2008 THROUGH JUNE 30, 2012**

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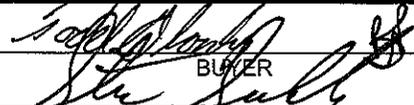
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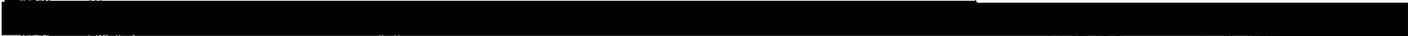
  
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BUSINESS UNIT 65060027	BUYER TODD DLOUHY
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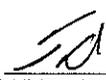
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35	500 Mbps Ethernet Port Oma Ptr Kiewit or Nebr. Hall	34.0000	MO	3,704.0000	125,936.00
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VENDOR NUMBER: 3582256	
VENDOR ADDRESS: QWEST CORPORATION 1801 CALIFORNIA ST DENVER CO 80202-2658	

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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;

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

AMENDMENT 1 - See attached Amendment to the Terms and Conditions (01/30/08 lg)

AMENDMENT 2 - Qwest Loyal Advantage Agreement Amendment 10

AMENDMENT THREE (3) - Added lines 31-33. Pricing established by Amendment two (2). (04/03/09 jc)

AMENDMENT FOUR (4) - Added lines 34-35. Pricing established by Amendment Two (2). (04/22/09 djg)

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
1	100Mbps High Speed Transport Nebr. Hall - G.I. College Park	1	MO	3,114.9500	3,114.95

No non-recurring installation charges

  
BUYER

  
MATERIEL ADMINISTRATOR

BT PC

# STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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**  
**31060 04**

PAGE 2 OF 5	ORDER DATE 04/22/09
BUSINESS UNIT 65060026	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	Original/Bid Document 2258Z1, Section 9				
2	200Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges	1	MO	3,444.9500	3,444.95
	Original/Bid Document 2258Z1, Section 9				
3	300Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges	1	MO	3,774.9500	3,774.95
	Original/Bid Document 2258Z1, Section 9				
4	400Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges	1	MO	4,104.9500	4,104.95
	Original/Bid Document 2258Z1, Section 9				
5	500Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges	1	MO	4,434.9500	4,434.95
	Original/Bid Document 2258Z1, Section 9				
6	600Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges	1	MO	4,764.9500	4,764.95
	Original/Bid Document 2258Z1, Section 9				
7	700Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges	1	MO	5,094.9500	5,094.95
	Original/Bid Document 2258Z1, Section 9				
8	800Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges	1	MO	5,424.9500	5,424.95
	Original/Bid Document 2258Z1, Section 9				
9	900Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges	1	MO	5,754.9500	5,754.95



BUYER INITIALS

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**CONTRACT NUMBER**  
**31060 04**

PAGE 3 OF 5	ORDER DATE 04/22/09
BUSINESS UNIT 65060026	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	Original/Bid Document 2258Z1, Section 9				
10	1000Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges	1	MO	6,084.9500	6,084.95
	Original/Bid Document 2258Z1, Section 9				
11	100Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges	1	MO	3,609.9500	3,609.95
	Original/Bid Document 2258Z1, Section 9				
12	200Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges	1	MO	3,939.9500	3,939.95
	Original/Bid Document 2258Z1, Section 9				
13	300Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges	1	MO	4,269.9500	4,269.95
	Original/Bid Document 2258Z1, Section 9				
14	400Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges	1	MO	4,599.9500	4,599.95
	Original/Bid Document 2258Z1, Section 9				
15	500Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges	1	MO	4,929.9500	4,929.95
	Original/Bid Document 2258Z1, Section 9				
16	600Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges	1	MO	5,259.9500	5,259.95
	Original/Bid Document 2258Z1, Section 9				
17	700Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges	1	MO	5,589.9500	5,589.95
	Original/Bid Document 2258Z1, Section 9				

  
BUYER INITIALS

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**CONTRACT NUMBER**  
**31060 04**

PAGE 4 OF 5	ORDER DATE 04/22/09
BUSINESS UNIT 65060026	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
18	800Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	5,919.9500	5,919.95
19	900Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	6,249.9500	6,249.95
20	1000Mbps High Speed Transport G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	6,579.9500	6,579.95
21	100Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	2,839.9500	2,839.95
22	200Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	3,169.9500	3,169.95
23	300Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	3,499.9500	3,499.95
24	400Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	3,829.9500	3,829.95
25	500Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	4,159.9500	4,159.95



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**CONTRACT NUMBER**  
**31060 04**

PAGE 5 OF 5	ORDER DATE 04/22/09
BUSINESS UNIT 65060026	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
26	600Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	4,489.9500	4,489.95
27	700Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	4,819.9500	4,819.95
28	800Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	5,149.9500	5,149.95
29	900Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	5,479.9500	5,479.95
30	1000Mbps High Speed Transport Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	5,809.9500	5,809.95
31	1000 Mbps Ethernet Port Oma Ptr Kiewit or Nebr. Hall	36	MO	6,059.2000	218,131.20
32	200 Mbps Ethernet Port Oma Ptr Kiewit or Nebr. Hall	36	MO	2,290.4000	82,454.40
33	Non-recurring Charge Installation	2	EA	1,200.0000	2,400.00
34	100 Mbps Ethernet Port Oma Ptr Kiewit or Nebr. Hall	12	MO	1,819.2000	21,830.40
35	500 Mbps Ethernet Port Oma Ptr Kiewit or Nebr. Hall	12	MO	3,704.0000	44,448.00
<b>Total Order</b>					<b>509,462.50</b>

  
BUYER INITIALS

**AMENDMENT 10 TO  
QWEST LOYAL ADVANTAGE™ AGREEMENT**

THIS AMENDMENT NO. TEN (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, 199445, 200252, 200782, 216969, and 223601 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.**

**1.1 State of Nebraska Ethernet Service Exhibit.** The Services and Rates outlined in the pricing table below are added to the table in the Pricing Attachment of the State of Nebraska Ethernet Service Exhibit. The Services outlined below are added to, and constitute a part of the Agreement and the existing Services.

**1.1.1 Ethernet Ports at the University of Nebraska Omaha, 110 S 67th St., Omaha, NE 68182 and University of Nebraska Lincoln, Nebraska Hall Room, 230 901 N 17th St, Lincoln, NE 68588:**

Service	Qty	Unit Monthly Recurring Charge	Total Monthly Recurring Charge	Unit Non-Recurring Charge	Total Non-Recurring Charge
100MB	1	\$1,819.20	\$1,819.20	\$1,200.00	\$1,200.00
200MB	1	\$2,290.40	\$2,290.40	\$1,200.00	\$1,200.00
300MB	1	\$2,761.60	\$2,761.60	\$1,200.00	\$1,200.00
400MB	1	\$3,232.80	\$3,232.80	\$1,200.00	\$1,200.00
500MB	1	\$3,704.00	\$3,704.00	\$1,200.00	\$1,200.00
600MB	1	\$4,175.20	\$4,175.20	\$1,200.00	\$1,200.00
700MB	1	\$4,646.40	\$4,646.40	\$1,200.00	\$1,200.00
800MB	1	\$5,117.60	\$5,117.60	\$1,200.00	\$1,200.00
900MB	1	\$5,588.80	\$5,588.80	\$1,200.00	\$1,200.00
1000MB	1	\$6,059.20	\$6,059.20	\$1,200.00	\$1,200.00

**2. Pricing.** 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.

**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**

By: Susan Baker

Name: Susan Baker

Title: Offer Management

Date: 2/6/08

**CUSTOMER: STATE OF NEBRASKA**

By: Brenda L. Decker

Name: Brenda L. Decker

Title: Chief Information Officer

Date: 2/6/08

*2/6/08  
15:06  
2008*

# STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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**  
**31060 04**

PAGE 1 OF 5	ORDER DATE 04/03/09
BUSINESS UNIT 65060026	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	
VENDOR ADDRESS: QWEST CORPORATION 1801 CALIFORNIA ST DENVER CO 80202-2658	

**THE CONTRACT PERIOD IS FEBRUARY 01, 2008 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 2258 Z1

Contract to provide Networking Services in Nebraska for the period effective February 1, 2008 through June 30, 2012 with the option to renew for four (4) additional one (1) year periods as mutually agreed upon by all parties.

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;

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

AMENDMENT 1 - See attached Amendment to the Terms and Conditions (01/30/08 lg)

AMENDMENT 2 - Qwest Loyal Advantage Agreement Amendment 10

AMENDMENT THREE (3) - Added lines 31-33. Pricing established by Amendment two (2). (04/03/09 ic)

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
1	100Mbps High Speed Transport Nebr. Hall - G.I. College Park	1	MO	3,114.9500	3,114.95

No non-recurring installation charges

Original/Bid Document 2258Z1, Section 9

*Todd Dlouhy*  
BUYER

*Steve [Signature]*  
MATERIAL ADMINISTRATOR

# 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  
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**CONTRACT NUMBER**  
**31060 04**

PAGE 2 OF 5	ORDER DATE 04/03/09
BUSINESS UNIT 65060026	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
2	200Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	3,444.9500	3,444.95
3	300Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	3,774.9500	3,774.95
4	400Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	4,104.9500	4,104.95
5	500Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	4,434.9500	4,434.95
6	600Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	4,764.9500	4,764.95
7	700Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	5,094.9500	5,094.95
8	800Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	5,424.9500	5,424.95
9	900Mbps High Speed Transport Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	5,754.9500	5,754.95
10	1000Mbps High Speed Transport	1	MO	6,084.9500	6,084.95

  
BUYER INITIALS

# STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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**CONTRACT NUMBER**  
**31060 04**

PAGE 3 OF 5	ORDER DATE 04/03/09
BUSINESS UNIT 65060026	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	Nebr. Hall - G.I. College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9				
11	100Mbps High Speed Transport	1	MO	3,609.9500	3,609.95
	G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9				
12	200Mbps High Speed Transport	1	MO	3,939.9500	3,939.95
	G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9				
13	300Mbps High Speed Transport	1	MO	4,269.9500	4,269.95
	G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9				
14	400Mbps High Speed Transport	1	MO	4,599.9500	4,599.95
	G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9				
15	500Mbps High Speed Transport	1	MO	4,929.9500	4,929.95
	G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9				
16	600Mbps High Speed Transport	1	MO	5,259.9500	5,259.95
	G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9				
17	700Mbps High Speed Transport	1	MO	5,589.9500	5,589.95
	G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9				
18	800Mbps High Speed Transport	1	MO	5,919.9500	5,919.95

  
BUYER INITIALS

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**CONTRACT NUMBER**  
**31060 04**

PAGE 4 OF 5	ORDER DATE 04/03/09
BUSINESS UNIT 65060026	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9				
19	900Mbps High Speed Transport	1	MO	6,249.9500	6,249.95
	G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9				
20	1000Mbps High Speed Transport	1	MO	6,579.9500	6,579.95
	G.I. Coll Park-Oma Ptr Kiewit No non-recurring installation charges Original/Bid Document 2258Z1, Section 9				
21	100Mbps High Speed Transport	1	MO	2,839.9500	2,839.95
	Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9				
22	200Mbps High Speed Transport	1	MO	3,169.9500	3,169.95
	Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9				
23	300Mbps High Speed Transport	1	MO	3,499.9500	3,499.95
	Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9				
24	400Mbps High Speed Transport	1	MO	3,829.9500	3,829.95
	Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9				
25	500Mbps High Speed Transport	1	MO	4,159.9500	4,159.95
	Oma Ptr Kiewit - Nebr. Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9				
26	600Mbps High Speed Transport	1	MO	4,489.9500	4,489.95
	Oma Ptr Kiewit - Nebr. Hall				

  
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PAGE 5 OF 5	ORDER DATE 04/03/09
BUSINESS UNIT 65060026	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	No non-recurring installation charges				
	Original/Bid Document 2258Z1, Section 9				
27	700Mbps High Speed Transport	1	MO	4,819.9500	4,819.95
	Oma Ptr Kiewit - Nebr. Hall				
	No non-recurring installation charges				
	Original/Bid Document 2258Z1, Section 9				
28	800Mbps High Speed Transport	1	MO	5,149.9500	5,149.95
	Oma Ptr Kiewit - Nebr. Hall				
	No non-recurring installation charges				
	Original/Bid Document 2258Z1, Section 9				
29	900Mbps High Speed Transport	1	MO	5,479.9500	5,479.95
	Oma Ptr Kiewit - Nebr. Hall				
	No non-recurring installation charges				
	Original/Bid Document 2258Z1, Section 9				
30	1000Mbps High Speed Transport	1	MO	5,809.9500	5,809.95
	Oma Ptr Kiewit - Nebr. Hall				
	No non-recurring installation charges				
	Original/Bid Document 2258Z1, Section 9				
31	1000 Mbps Ethernet Port	36	MO	6,059.2000	218,131.20
	Oma Ptr Kiewit or Nebr. Hall				
32	200 Mbps Ethernet Port	36	MO	2,290.4000	82,454.40
	Oma Ptr Kiewit or Nebr. Hall				
33	Non-recurring Charge	2	EA	1,200.0000	2,400.00
	Installation				
	<b>Total Order</b>				<b>443,184.10</b>

BUYER INITIALS

**AMENDMENT 10 TO  
QWEST LOYAL ADVANTAGE™ AGREEMENT**

THIS AMENDMENT NO. TEN (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, 199445, 200252, 200782, 216969, and 223601 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.**

**1.1 State of Nebraska Ethernet Service Exhibit.** The Services and Rates outlined in the pricing table below are added to the table in the Pricing Attachment of the State of Nebraska Ethernet Service Exhibit. The Services outlined below are added to, and constitute a part of the Agreement and the existing Services.

**1.1.1 Ethernet Ports at the University of Nebraska Omaha, 110 S 67th St., Omaha, NE 68182 and University of Nebraska Lincoln, Nebraska Hall Room, 230 901 N 17th St, Lincoln, NE 68588:**

Service	Qty	Unit Monthly Recurring Charge	Total Monthly Recurring Charge	Unit Non-Recurring Charge	Total Non-Recurring Charge
100MB	1	\$1,819.20	\$1,819.20	\$1,200.00	\$1,200.00
200MB	1	\$2,290.40	\$2,290.40	\$1,200.00	\$1,200.00
300MB	1	\$2,761.60	\$2,761.60	\$1,200.00	\$1,200.00
400MB	1	\$3,232.80	\$3,232.80	\$1,200.00	\$1,200.00
500MB	1	\$3,704.00	\$3,704.00	\$1,200.00	\$1,200.00
600MB	1	\$4,175.20	\$4,175.20	\$1,200.00	\$1,200.00
700MB	1	\$4,646.40	\$4,646.40	\$1,200.00	\$1,200.00
800MB	1	\$5,117.60	\$5,117.60	\$1,200.00	\$1,200.00
900MB	1	\$5,588.80	\$5,588.80	\$1,200.00	\$1,200.00
1000MB	1	\$6,059.20	\$6,059.20	\$1,200.00	\$1,200.00

**2. Pricing.** 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.

**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: Susan Baker

By: Brenda L. Decker

Name: Susan Baker

Name: Brenda L. Decker

Title: Offer Management

Title: Chief Information Officer

Date: 2/6/08

Date: 2/6/08

*2/6/08  
1:50 PM  
2008*

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

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**  
**31060 04**

PAGE 1 OF 6	ORDER DATE 01/30/08
BUSINESS UNIT 65060012	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:

**FEBRUARY 01, 2008 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.

Original/Bid Document 2258 Z1

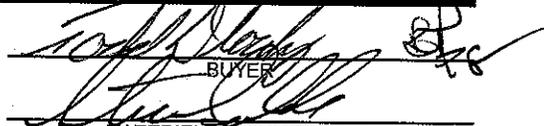
Contract to provide Networking Services in Nebraska for the period effective February 1, 2008 through June 30, 2012 with the option to renew for four (4) additional one (1) year periods as mutually agreed upon by all parties.

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;

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

AMENDMENT 1 - See attached Amendment to the Terms and Conditions (01/30/08 lg)

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
1	100Mbps High Speed Transport Nebraska Hall - Grand Island College Park No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	3,114.9500	3,114.95
2	200Mbps High Speed Transport Nebraska Hall - Grand Island College Park	1	MO	3,444.9500	3,444.95

  
BUYER  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

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**CONTRACT NUMBER**  
**31060 04**

PAGE 2 OF 6	ORDER DATE 01/30/08
BUSINESS UNIT 65060012	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	No non-recurring installation charges				
	Original/Bid Document 2258Z1, Section 9				
3	300Mbps High Speed Transport	1	MO	3,774.9500	3,774.95
	Nebraska Hall - Grand Island College Park No non-recurring installation charges				
	Original/Bid Document 2258Z1, Section 9				
4	400Mbps High Speed Transport	1	MO	4,104.9500	4,104.95
	Nebraska Hall - Grand Island College Park No non-recurring installation charges				
	Original/Bid Document 2258Z1, Section 9				
5	500Mbps High Speed Transport	1	MO	4,434.9500	4,434.95
	Nebraska Hall - Grand Island College Park No non-recurring installation charges				
	Original/Bid Document 2258Z1, Section 9				
6	600Mbps High Speed Transport	1	MO	4,764.9500	4,764.95
	Nebraska Hall - Grand Island College Park No non-recurring installation charges				
	Original/Bid Document 2258Z1, Section 9				
7	700Mbps High Speed Transport	1	MO	5,094.9500	5,094.95
	Nebraska Hall - Grand Island College Park No non-recurring installation charges				
	Original/Bid Document 2258Z1, Section 9				
8	800Mbps High Speed Transport	1	MO	5,424.9500	5,424.95
	Nebraska Hall - Grand Island College Park No non-recurring installation charges				
	Original/Bid Document 2258Z1, Section 9				
9	900Mbps High Speed Transport	1	MO	5,754.9500	5,754.95
	Nebraska Hall - Grand Island College Park No non-recurring installation charges				
	Original/Bid Document 2258Z1, Section 9				
10	1000Mbps High Speed Transport	1	MO	6,084.9500	6,084.95
	Nebraska Hall - Grand Island College Park No non-recurring installation charges				

  
BUYER INITIALS

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

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**CONTRACT NUMBER**  
**31060 O4**

PAGE 3 OF 6	ORDER DATE 01/30/08
BUSINESS UNIT 65060012	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	Original/Bid Document 2258Z1, Section 9				
11	100Mbps High Speed Transport Grand Island College Park-Omaha Peter Kiewit No non-recurring installation charges	1	MO	3,609.9500	3,609.95
	Original/Bid Document 2258Z1, Section 9				
12	200Mbps High Speed Transport Grand Island College Park-Omaha Peter Kiewit No non-recurring installation charges	1	MO	3,939.9500	3,939.95
	Original/Bid Document 2258Z1, Section 9				
13	300Mbps High Speed Transport Grand Island College Park-Omaha Peter Kiewit No non-recurring installation charges	1	MO	4,269.9500	4,269.95
	Original/Bid Document 2258Z1, Section 9				
14	400Mbps High Speed Transport Grand Island College Park-Omaha Peter Kiewit No non-recurring installation charges	1	MO	4,599.9500	4,599.95
	Original/Bid Document 2258Z1, Section 9				
15	500Mbps High Speed Transport Grand Island College Park-Omaha Peter Kiewit No non-recurring installation charges	1	MO	4,929.9500	4,929.95
	Original/Bid Document 2258Z1, Section 9				
16	600Mbps High Speed Transport Grand Island College Park-Omaha Peter Kiewit No non-recurring installation charges	1	MO	5,259.9500	5,259.95
	Original/Bid Document 2258Z1, Section 9				
17	700Mbps High Speed Transport Grand Island College Park-Omaha Peter Kiewit No non-recurring installation charges	1	MO	5,589.9500	5,589.95
	Original/Bid Document 2258Z1, Section 9				
18	800Mbps High Speed Transport Grand Island College Park-Omaha Peter Kiewit No non-recurring installation charges	1	MO	5,919.9500	5,919.95

  
BUYER INITIALS

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**CONTRACT NUMBER**  
**31060 O4**

PAGE 4 OF 6	ORDER DATE 01/30/08
BUSINESS UNIT 65060012	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	Original/Bid Document 2258Z1, Section 9				
19	900Mbps High Speed Transport Grand Island College Park-Omaha Peter Kiewit No non-recurring installation charges	1	MO	6,249.9500	6,249.95
	Original/Bid Document 2258Z1, Section 9				
20	1000Mbps High Speed Transport Grand Island College Park-Omaha Peter Kiewit No non-recurring installation charges	1	MO	6,579.9500	6,579.95
	Original/Bid Document 2258Z1, Section 9				
21	100Mbps High Speed Transport Omaha Peter Kiewit - Nebraska Hall No non-recurring installation charges	1	MO	2,839.9500	2,839.95
	Original/Bid Document 2258Z1, Section 9				
22	200Mbps High Speed Transport Omaha Peter Kiewit - Nebraska Hall No non-recurring installation charges	1	MO	3,169.9500	3,169.95
	Original/Bid Document 2258Z1, Section 9				
23	300Mbps High Speed Transport Omaha Peter Kiewit - Nebraska Hall No non-recurring installation charges	1	MO	3,499.9500	3,499.95
	Original/Bid Document 2258Z1, Section 9				
24	400Mbps High Speed Transport Omaha Peter Kiewit - Nebraska Hall No non-recurring installation charges	1	MO	3,829.9500	3,829.95
	Original/Bid Document 2258Z1, Section 9				
25	500Mbps High Speed Transport Omaha Peter Kiewit - Nebraska Hall No non-recurring installation charges	1	MO	4,159.9500	4,159.95
	Original/Bid Document 2258Z1, Section 9				
26	600Mbps High Speed Transport Omaha Peter Kiewit - Nebraska Hall No non-recurring installation charges	1	MO	4,489.9500	4,489.95
	Original/Bid Document 2258Z1, Section 9				



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**CONTRACT NUMBER**  
**31060 04**

PAGE 5 OF 6	ORDER DATE 01/30/08
BUSINESS UNIT 65060012	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
27	700Mbps High Speed Transport Omaha Peter Kiewit - Nebraska Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	4,819.9500	4,819.95
28	800Mbps High Speed Transport Omaha Peter Kiewit - Nebraska Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	5,149.9500	5,149.95
29	900Mbps High Speed Transport Omaha Peter Kiewit - Nebraska Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	5,479.9500	5,479.95
30	1000Mbps High Speed Transport Omaha Peter Kiewit - Nebraska Hall No non-recurring installation charges Original/Bid Document 2258Z1, Section 9	1	MO	5,809.9500	5,809.95
<b>Total Order</b>					<b>140,198.50</b>



BUYER INITIALS

**AMENDMENT 8 TO  
QWEST LOYAL ADVANTAGE™ AGREEMENT**

**THIS AMENDMENT NO. EIGHT** (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, 199445, 200252, 200782, 216969, and 223601 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.**

**1.1 State of Nebraska Ethernet Service Exhibit.** The Services and Rates outlined in the pricing table below are added as a new section to the Pricing Attachment of the State of Nebraska Ethernet Service Exhibit. These Services are under Section 2 of the Pricing Attachment, titled Interlata Ethernet Services. The Services outlined below are added to, and constitute a part of the Agreement and the existing Services.

**Section 2: Interlata Ethernet Services:**

Description	MRC (each)
<b>Nebraska Hall Room 230 901 N 17th St Lincoln, NE to 1110 S 67th St Omaha, NE</b>	
100 Mbps	\$2,839.95
200 Mbps	\$3,169.95
300 Mbps	\$3,499.95
400 Mbps	\$3,829.95
500 Mbps	\$4,159.95
600 Mbps	\$4,489.95
700 Mbps	\$4,819.95
800 Mbps	\$5,149.95
900 Mbps	\$5,479.95
1000 Mbps	\$5,809.95

Description	MRC (each)
<b>Nebraska Hall Room 230 901 N 17th St Lincoln, NE to College Park 3180 W Highway 34 Grand Island, NE</b>	
100Mb	\$3,114.95
200Mb	\$3,444.95
300Mb	\$3,774.95
400Mb	\$4,104.95
500Mb	\$4,434.95
600Mb	\$4,764.95
700Mb	\$5,094.95
800Mb	\$5,424.95
900Mb	\$5,754.95
1000Mb	\$6,084.95

**AMENDMENT 8 TO  
QWEST LOYAL ADVANTAGE™ AGREEMENT**

Description	MRC (each)
1110 S 67th St Omaha, NE to College to Park 3180 W Highway 34 Grand Island, NE	
100Mb	\$3,609.95
200Mb	\$3,939.95
300Mb	\$4,269.95
400Mb	\$4,599.95
500Mb	\$4,929.95
600Mb	\$5,259.95
700Mb	\$5,589.95
800Mb	\$5,919.95
900Mb	\$6,249.95
1000Mb	\$6,579.95

**2. Pricing.** 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.

**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**

By: Susan Baker  
 Name: Susan Baker  
 Title: Staff Offer Management Analyst  
 Date: 1/29/08

**CUSTOMER: STATE OF NEBRASKA**

By: [Signature]  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**RFP 2258 Z1 AMENDMENT 1  
Qwest Terms and Conditions**

**Qwest Terms and Conditions are hereby amended as follows:**

**Section III.HH Audit Requirements is hereby amended as follows:**

All Contractor books, records and documents relating to work performed or monies received under the Contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. All records shall be maintained in accordance with generally accepted accounting principles.

In addition, all Erate-related records shall be maintained based upon the schedule explained in the FCC Order 04-190 which states the provider's or providers' responsibility to retain:

**Bidding Processes:** All documents used during the competitive bidding process (i.e. All written correspondence between the bidder and the beneficiary regarding the products and service sought, and the bid, and any addenda) will be kept for five (5) full years after the last day of service delivered as part of that contract, including any extensions.

**Contracts:** The executed contract and any addenda or amendments, signed and dated by both parties, must be kept for five (5) full years after the last day of service delivered as part of that contract, including any extensions.

**Purchase and Delivery of Services:** All documents related to the purchase and delivery of Erate-eligible services and equipment must be retained for five (5) full years after the last day of service delivered for a particular Funding Year (e.g. Retain purchase and delivery of service documents until June 30, 2013 for a service year that ended June 30, 2008).

**Invoicing:** All documents related to service provider invoices, all beneficiary invoice payments, USAC payments to the service provider, Payments of the BEAR to the beneficiaries must be retained for five (5) full years after the last day of service delivered for a particular Funding Year (e.g. Retain invoice documents until June 30, 2013 for a service year that ended June 30, 2008).

**Forms and Rules Compliance:** All FCC Forms 473, 474 and 498 as well as service check documents must be retained for five (5) full years after the last day of service delivered as part of that contract, including any extensions.

The FCC rule requires that program participants retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt, and delivery of services receiving schools and libraries discounts. Thus, the descriptive list above is provided as a guideline but cannot be considered exhaustive.

In addition to, and in no way in limitation of any obligation in the Contract, the Contractor shall (1) agree that it will be held liable for any lawful and reasonable State audit exceptions asserted by the State, (2) return to the State all payments made under the Contract which have been disallowed because of such an exception, and (3) immediately proceed to correct any State audit exception in accordance with the procedures and timelines set forth in the Existing Agreement and/or the RFP response; provided, however, that if the parties disagree as to a State audit exception they shall have thirty (30) days to resolve their differences and without such resolution the State may in its sole discretion terminate the Contract immediately."

A "State audit exception" is any discovered material non-compliance with the requirements as set forth in the contract. In this context, "material" means having a significant bearing on the expected outcomes of any of the deliverables of the contract as well as any conditions affecting the integrity of the contract as a whole.

**Section IV.9.8 Specifications first paragraph Qwest response is amended as follows:**

Qwest will provide services pursuant to the terms established by the Qwest Loyal Advantage Agreement, as amended, Content ID 096044 for the contract generated in response to RFP 1752 Z1.

**Section IV.9.12 Billing Section is hereby amended as follows:**

The State will accept this itemized billing detail providing that the total monthly cost reflects the "actual contracted amount". This "actual contracted amount" must be inclusive of any and all other charges that may be incurred by the vendor such as FUSF and Fed Telecom Relay surcharges for this service. These additional charges must be itemized on the billing but the total billing must not exceed the "actual contracted amount". As previously stated, the State will not accept any invoicing, billing, or billing detail that reflects a higher than contracted rate with a percentage discount.

The State will accept the alternate billing cycle date so long as a single electronic file will be transmitted to the agency on a monthly basis.

The State will accept the download of electronic billing files provided that Qwest has completed a successful test with the State billing system prior to the start of the new services

**Qwest will meet the requirement of the RFP for the following section:**

In the event that minor infrequent errors exist on invoices the State may at its own discretion elect to receive a credit for such errors. All billing errors must be corrected or credited within (2) billing cycles. Accurate billing, timely invoice delivery, and billing dispute resolutions are required, and repeated failure to meet billing/invoicing requirements will result in penalties that compensate the State for all costs including labor. The State reserves the right to deduct an amount equal to \$150.00 per labor hour for time spent disputing billing errors and tracking such erroneous invoices and/or credits.

Qwest will correct incorrect bills with bill corrected pursuant to Neb. Rev. Stat. 81-2405.