

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
31063 O4

PAGE 1 of 2	ORDER DATE 07/23/10
BUSINESS UNIT 65060026	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/Bid document 2297 Z1

Contract to provide Networking Services in Nebraska for a period beginning 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 incorporated the following previously submitted documents:

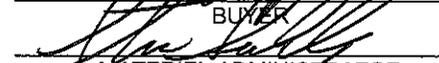
1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

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 TWO (2): Contract name change. (07/23/10d djg)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
2	200Mbps High Speed Transport SWDLC - G.I. College Park Original/Bid Document 2297Z1, Section 7	1.0000	MO	2,290.4000	2,290.40
3	300Mbps High Speed Transport SWDLC - G.I. College Park Original/Bid Document 2297Z1, Section 7	1.0000	MO	2,761.6000	2,761.60


 BUYER

 MATERIEL ADMINISTRATOR

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CONTRACT NUMBER
31063 04

PAGE 2 of 2	ORDER DATE 07/23/10
BUSINESS UNIT 65060026	BUYER TODD DLOUHY
VENDOR NUMBER: 1855543	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
4	400Mbps High Speed Transport SWDLC - G.I. College Park Original/Bid Document 2297Z1, Section 7	1.0000	MO	3,232.8000	3,232.80
5	500Mbps High Speed Transport SWDLC - G.I. College Park Original/Bid Document 2297Z1, Section 7	12.0000	MO	3,704.0000	44,448.00
6	600Mbps High Speed Transport SWDLC - G.I. College Park Original/Bid Document 2297Z1, Section 7	1.0000	MO	4,175.2000	4,175.20
7	700Mbps High Speed Transport SWDLC - G.I. College Park Original/Bid Document 2297Z1, Section 7	1.0000	MO	4,646.4000	4,646.40
8	800Mbps High Speed Transport SWDLC - G.I. College Park Original/Bid Document 2297Z1, Section 7	13.0000	MO	5,117.6000	66,528.80
9	900Mbps High Speed Transport SWDLC - G.I. College Park Original/Bid Document 2297Z1, Section 7	1.0000	MO	5,588.8000	5,588.80
10	1000Mbps High Speed Transport SWDLC - G.I. College Park Original/Bid Document 2297Z1, Section 7	1.0000	MO	6,059.2000	6,059.20
11	Non-recurring Installation Chg Original/Bid Document 2297Z1, Section 7	1.0000	EA	1,200.0000	1,200.00
12	100Mbps Q-MOE to Chadron State College Original/Bid Document 2297Z1, Section 7	49.0000	MO	1,819.2000	89,140.80
13	Non-recurring Installation Chg Original/Bid Document 2297Z1, Section 7	1.0000	EA	1,200.0000	1,200.00
Total Order					231,272.00


 BUYER INITIALS

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CONTRACT NUMBER
31063 04

PAGE 1 OF 3	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 2297 Z1

Contract to provide Networking Services in Nebraska for a period beginning 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 SWDLC - Grand Island College Park	1	MO	1,819.2000	1,819.20
Original/Bid Document 2297Z1, Section 7					
2	200Mbps High Speed Transport SWDLC - Grand Island College Park	1	MO	2,290.4000	2,290.40
Original/Bid Document 2297Z1, Section 7					


BUYER

MATERIEL ADMINISTRATOR

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31063 04

PAGE 2 OF 3	ORDER DATE 01/29/08
BUSINESS UNIT 65060012	BUYER TODD DLOUHY
VENDOR NUMBER: 3582256	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
3	300Mbps High Speed Transport Original/Bid Document 2297Z1, Section 7 SWDLC - Grand Island College Park	1	MO	2,761.6000	2,761.60
4	400Mbps High Speed Transport Original/Bid Document 2297Z1, Section 7 SWDLC - Grand Island College Park	1	MO	3,232.8000	3,232.80
5	500Mbps High Speed Transport Original/Bid Document 2297Z1, Section 7 SWDLC - Grand Island College Park	1	MO	3,704.0000	3,704.00
6	600Mbps High Speed Transport Original/Bid Document 2297Z1, Section 7 SWDLC - Grand Island College Park	1	MO	4,175.2000	4,175.20
7	700Mbps High Speed Transport Original/Bid Document 2297Z1, Section 7 SWDLC - Grand Island College Park	1	MO	4,646.4000	4,646.40
8	800Mbps High Speed Transport Original/Bid Document 2297Z1, Section 7 SWDLC - Grand Island College Park	1	MO	5,117.6000	5,117.60
9	900Mbps High Speed Transport Original/Bid Document 2297Z1, Section 7 SWDLC - Grand Island College Park	1	MO	5,588.8000	5,588.80
10	1000Mbps High Speed Transport Original/Bid Document 2297Z1, Section 7 SWDLC - Grand Island College Park	1	MO	6,059.2000	6,059.20
11	Non-recurring Installation Chg Original/Bid Document 2297Z1, Section 7	1	EA	1,200.0000	1,200.00
12	100Mbps Q-MOE to Chadron State College Original/Bid Document 2297Z1, Section 7	1	MO	1,819.2000	1,819.20
13	Non-recurring Installation Chg Original/Bid Document 2297Z1, Section 7	1	EA	1,200.0000	1,200.00
Total Order					43,614.40


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.

**AMENDMENT 9 TO
QWEST LOYAL ADVANTAGE™ AGREEMENT**

THIS AMENDMENT NO. NINE (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 Service

NPA/NXX	School Address	Minimum Service Term	Bandwidth Profile	Ethernet MRC (each)	Ethernet Install NRC (each)	TOTAL MRC	TOTAL NRC
308/432	1000 Main Street Chadron, NE	60 Mo	100 Mbps	\$1,819.20	\$1,200.00	\$1,819.20	\$1,200.00

1.1.2 High Speed Transport – SWDLC QMOE Port Grand Island College Park 3180 W. Highway 34 Grand Island, NE 68801 or Grand Island Schools 123 S Webb Road Grand Island, NE 68803:

Service	Qty	Unit Monthly Recurring Charge	Total Monthly Recurring Charge	Unit Non-Recurring Charge	Total Non-Recurring Charge
100MB SWDLC to G.I.	1	\$1,819.20	\$1,819.20	\$1,200.00	\$1,200.00
200MB SWDLC to G.I.	1	\$2,290.40	\$2,290.40	\$1,200.00	\$1,200.00
300MB SWDLC to G.I.	1	\$2,761.60	\$2,761.60	\$1,200.00	\$1,200.00
400MB SWDLC to G.I.	1	\$3,232.80	\$3,232.80	\$1,200.00	\$1,200.00
500MB SWDLC to G.I.	1	\$3,704.00	\$3,704.00	\$1,200.00	\$1,200.00
600MB SWDLC to G.I.	1	\$4,175.20	\$4,175.20	\$1,200.00	\$1,200.00
700MB SWDLC to G.I.	1	\$4,646.40	\$4,646.40	\$1,200.00	\$1,200.00
800MB SWDLC to G.I.	1	\$5,117.60	\$5,117.60	\$1,200.00	\$1,200.00
900MB SWDLC to G.I.	1	\$5,588.80	\$5,588.80	\$1,200.00	\$1,200.00
1000MB SWDLC to G.I.	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: Staff Offer Management Analyst
 Date: 2/1/08

CUSTOMER: STATE OF NEBRASKA

By: [Signature]
 Name: _____
 Title: _____
 Date: _____

**RFP 2297 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.