

GENERAL ADMINISTRATION

AGENDA

December 17, 2024

10:00 AM

Executive Director's recommendation to approve Commissioner Tim Schram to travel to and attend the MARC Commissioners Only Summit in Oklahoma City, Oklahoma from January 9, 2025 to January 11, 2025 with lodging expenses to be paid by MARC.

Executive Director's recommendation to approve Commission Dan Watermeier to travel to and attend the MARC Commissioners Only Summit in Oklahoma City, Oklahoma from January 9, 2025 to January 11, 2025 with lodging expenses to be paid by MARC.

Executive Director's recommendation for the Commission to enter into a contract with 911 Authority, LLC for the purposes of Independent Verification and Validation of the Next Generation 911 System provided by Lumen.

Executive Director's recommendation to approve the Commission Meeting minutes for November 2024.

Nebraska Public Service Commission Out of State Travel Authorization Form

Date of Request Leaving Returning

Employee Name

Department

Meeting/Purpose Was meeting attended last year?
 yes no

Meeting Location Registration Fee

Airline Round Trip Cost

Departing From Connecting City

Returning From Connecting City

Personal Miles Mileage Rate Mileage Cost

Taxi Fares Rental Car

Other Transportation Other Type

Lodging per night Meals per day

Number of nights Visit <http://www.gsa.gov/portal/content/104877> for guidelines on meal expenditures.

Lodging total Meal total

Estimated Total

Other Remarks Accounting Use:
Approved in Minutes _____
Date _____
Page _____

Authorized yes no

Eric M. Nangle

Supervisory Approval

Authorized yes no

Laurie Casados

Budgetary Approval

Authorized yes no

Executive Director

Nebraska Public Service Commission Out of State Travel Authorization Form

Date of Request Leaving Returning

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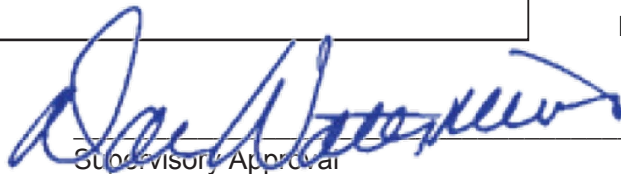
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Lodging total Meal total

Estimated Total

Other Remarks Accounting Use:
Approved in Minutes _____
Date _____
Page _____

Authorized yes no



Supervisory Approval

Authorized yes no

Laurie Casados

Budgetary Approval

Authorized yes no

Executive Director

SECRETARY'S RECORD, PUBLIC SERVICE COMMISSION

Minutes

November 6, 2024

Page 1

Notice was duly published October 23, 2024, on page 8 of The Daily Record that the regular public meeting of the Commissioners of the Nebraska Public Service Commission would be held on November 6, 2024, at 10:00 a.m. in the Commission Hearing Room, 300 The Atrium, 1200 N Street, Lincoln.

Chair Commissioner Dan Watermeier called the regularly scheduled meeting to order at 10:00 a.m. with Commissioners Tim Schram, Eric Kamler, Christian Mirch, and Kevin Stocker present in the Commission Hearing Room. Chair Watermeier stated that a copy of the Nebraska Open Meetings Act is posted in the meeting room and invited the public to address the Commission. No public comment was offered. No announcements were made.

Attention was called to the following proceedings:

COMMUNICATIONS DEPARTMENT

C-5576: In the Matter of the Application of Viaero Fiber Networks, LLC, Fort Morgan, Colorado, seeking authority to provide competitive local exchange telecommunications services within the State of Nebraska. Motion made by Commissioner Kevin Stocker, seconded by Commissioner Eric Kamler to enter an Order granting application. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

NUSF-139: In the Matter of the Nebraska Public Service Commission, on its own motion, to administer the Universal Service Fund High-cost Program: Motion made by Commissioner Tim Schram, seconded by Commissioner Eric Kamler to enter an Order releasing proposal, requesting comments and setting a Hearing for December 5, 2024 at 10:00 a.m., in the Commission Hearing Room, Lincoln. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

Report on telecommunications Complaints and Outages received by the Communications Department during the preceding month. Cullen Robbins informs the Commission of the Complaints and Outages received for October 2024.

HOUSING DEPARTMENT

MANF-17: In the Matter of the Commission, on its own Motion, seeking to determine the seal fee amount for the Manufactured Home Program. to enter an Order setting the Manufactured Home Program seal fee;

MODF-18: In the Matter of the Commission, on its own Motion, seeking to determine the seal fee amount for the Modular Housing Program. to enter an Order setting the Modular Housing Program seal fee; and

RVF-18: In the Matter of the Commission, on its own Motion, seeking to determine the fees for the Recreational Vehicle Program. Motion made by Commissioner Tim Schram, seconded by Commissioner Eric Kamler to enter an Order setting the Recreational Vehicle Program seal and plan

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review fees. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

TRANSPORTATION DEPARTMENT

B-2106: In the Matter of the Application of Lincoln VIP Rides, LLC, Lincoln, seeking authority as a common carrier in Nebraska intrastate commerce in the transportation of passengers in Limousine service by luxury or stretch limousine in and between points in Lancaster, Cass, Sarpy, and Douglas counties over irregular routes. HHS Designation: No. Motion made by Commissioner Eric Kamler, seconded by Commissioner Kevin Stocker to enter an Order Granting Application as Amended. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

B-2123: In the Matter of the Application of ZOGAR Wheels, LLC, Omaha, seeking authority as a contract carrier in Nebraska intrastate commerce in the transportation of passengers in Open Class service by van between all points in Nebraska over irregular routes, pursuant to a contract with the Nebraska Department of Health and Human Services, a medicaid-managed care organization under contract with NDHHS, or another agent working on behalf of NDHHS. HHS Designation: Yes. Motion made by Commissioner Tim Schram, seconded by Commissioner Christian Mirch to enter an Order Nunc Pro Tunc. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

MR-1023/PI-234: In the Matter of the Nebraska Public Service Commission, on its own motion, seeking to investigate the prescription of reasonable rates and charges for regulated motor carriers providing ground transportation for passengers at Eppley Airfield. Motion made by Commissioner Eric Kamler, seconded by Commissioner Christian Mirch to enter an Order Issuing Guidance on Ground Transportation Fee. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

B-2116.01r: In the Matter of the Application of McKeever Ride Share, LLC d/b/a McKeever Ride Share, Hubbard, seeking to establish its rates and charges subject to the Provisions of Neb. Rev. Stat. Chapter 75, Articles 1 and 3. Motion made by Commissioner Christian Mirch, seconded by Commissioner Eric Kamler to enter an Order Granting Rates on an Emergency Basis. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

In the matter of completed Household Goods Mover License renewal. Dillon Keiffer-Johnson reports on the renewals of Paula Shasteen d/b/a Shasteen Transfer & Storage ML-39.

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The meeting adjourned at 10:26 a.m. with Commissioners Tim Schram, Dan Watermeier, Eric Kamler, Christian Mirch, and Kevin Stocker present. The next regularly scheduled meeting will be held on November 19, 2024, at 10:00 a.m. with an agenda to be available in the office of the Executive Director at 10:00 a.m. on November 18, 2024.



Chair



Executive Director

PRELIMINARY

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November 19, 2024

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Notice was duly published November 14, 2024, on page 8 of The Daily Record that the regular public meeting of the Commissioners of the Nebraska Public Service Commission would be held on November 19, 2024, at 10:00 a.m. in the Commission Hearing Room, 300 The Atrium, 1200 N Street, Lincoln.

Chair Commissioner Dan Watermeier called the regularly scheduled meeting to order at 10:01 a.m. with Commissioners Tim Schram, Eric Kamler, Christian Mirch, and Kevin Stocker present in the Commission Hearing Room. Chair Watermeier stated that a copy of the Nebraska Open Meetings Act is posted in the meeting room and invited the public to address the Commission. No public comment was offered. No announcements were made.

Attention was called to the following proceedings:

COMMUNICATIONS DEPARTMENT

C-5600: In the Matter of the Nebraska Public Service Commission, on its own motion, to administer the Precision Agriculture Infrastructure Grant Program in the 2024-2025 program year. Motion made by Commissioner Kevin Stocker, seconded by Commissioner Eric Kamler to enter an Order setting forth grant process and procedural schedule. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

C-5569: In the Matter of the Application of Stratus Networks, Inc., Peoria, Illinois, seeking authority to provide competitive local exchange telecommunications services within the State of Nebraska. Motion made by Commissioner Tim Schram, seconded by Commissioner Kevin Stocker to enter an Order granting Stratus Networks, Inc.'s request to withdraw its CLEC application. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

C-5605: In the Matter of the Application of Keenan Wieseler, St. Helena, seeking authority to receive telecommunications service from the Hartington Exchange of Hartington Telecommunications, Co., Inc. to enter an Order granting the application; and

C-5608: In the Matter of the Application of Sheila Schieffer, Mike Stevens, and Rita Schumacher, Crofton, each seeking authority to receive advanced telecommunications service from the Hartington Exchange of Hartington Telecommunications Co., Inc. Motion made by Commissioner Eric Kamler, seconded by Commissioner Kevin Stocker to enter an Order granting the application. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

NUSE-33: In the Matter of the Nebraska Public Service Commission, on its own motion, seeking to investigate the audit requirements related to the Nebraska Universal Service Fund. Motion made by Commissioner

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Tim Schram, seconded by Commissioner Eric Kamler to enter an Order to approve and deny remittance audit waivers. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

NUSF-92.59: In the Matter of the Nebraska Public Service Commission, on its own motion, seeking to administer the Nebraska Universal Service Fund Broadband Program; application to the Nebraska Broadband Program received from N.E. Colorado Cellular, Inc., d/b/a Viaero Wireless. Motion made by Commissioner Eric Kamler, seconded by Commissioner Kevin Stocker to enter an Order granting second extension of deadline to December 7, 2025. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

NUSF-131, PO #3: In the Matter of the Nebraska Public Service Commission, on its own Motion, to establish reverse auction procedures and requirements. Motion made by Commissioner Kevin Stocker, seconded by Commissioner Tim Schram to enter an Order issuing final grant awards, in part. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

PNG Telecommunications, Inc., Gabb Wireless, Inc. and Ooma, Inc.: Motion made by Commissioner Tim Schram, seconded by Commissioner Kevin Stocker Cullen Robbins requests Commission approval to open NUSF Remittance Complaints against PNG Telecommunications, Inc., Gabb Wireless, Inc. and Ooma, Inc. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

NATURAL GAS DEPARTMENT

NG-101.1: In the Matter of the Commission, on its own motion, opening an investigatory docket for the purpose of general monitoring of issues regarding the natural gas industry and jurisdictional utilities in Nebraska. Black Hills/Nebraska Gas Utility Company, LLC, and Black Hills Gas Distribution, LLC, d/b/a Black Hills Energy. to enter assessment order CD-6;

NG-101.2: In the Matter of the Commission, on its own motion, opening an investigatory docket for the purpose of general monitoring of issues regarding the natural gas industry and jurisdictional utilities in Nebraska. NorthWestern Corporation d/b/a NorthWestern Energy. to enter assessment order CD-4;

NG-112.4: In the Matter of Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy, Rapid City, South Dakota, seeking approval of a 2025 Systems Safety and Integrity Rider. to enter assessment order CD-5; and

NG-115.1: In the Matter of the Commission, to conduct a management review of gas supply schedules implemented by NorthWestern Energy Public Service Corporation d/b/a NorthWestern Energy, Sioux Falls, South Dakota, pursuant to Neb. Rev. Stat. § 66-1854. Motion made by

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Commissioner Christian Mirch, seconded by Commissioner Eric Kamler to enter assessment order CD-7. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

E-2506: In the Matter of the Application of Nebraska Public Power District, Columbus, seeking authority to construct, operate and maintain electric transmission lines in Jefferson County. Motion made by Commissioner Eric Kamler, seconded by Commissioner Kevin Stocker to enter an order cancelling the application. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

NG-122: In the Matter of NorthWestern Energy Public Service Corporation d/b/a NorthWestern Energy, Sioux Falls, South Dakota, seeking approval of a natural gas general rate increase for Nebraska. Nichole Mulcahy informed the Commission a notice of extension was received from the parties that they have agreed to extend the negotiation deadline to January 4, 2025.

TRANSPORTATION DEPARTMENT

B-1822.02: In the Matter of Executive Coach, LLC, Paxton, seeking to cancel its Certificate of Public Convenience and Necessity issued in Application No. B-1822. Motion made by Commissioner Kevin Stocker, seconded by Commissioner Tim Schram to enter Order Cancelling Certificate. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

B-2063: In the Matter of the Application of Hands Across Nebraska, Omaha, seeking authority as a contract carrier in Nebraska intrastate commerce in the transportation of passengers in Open Class service by SUV between all points in Nebraska over irregular routes pursuant to a contract with the Nebraska Department of Health and Human Services, a medicaid-managed care organization under contract with NDHHS, or another agent working on behalf of NDHHS. HHS Designation: Yes. to enter an Order of Pending Dismissal;

B-2103: In the Matter of the Application of Catch a Cab, LLC, d/b/a Catch a Cab, Kearney, seeking authority as a common carrier in Nebraska intrastate commerce in the transportation of passengers in taxicab service by SUV in and between points in Adams, Buffalo, and Hall, on the one hand, and, on the other hand, points in Nebraska over irregular routes. HHS Designation: No. to enter an Order of Pending Dismissal; and

B-2104: In the Matter of the Application of Cosmos Coaches, LLC, Omaha, seeking authority as a common carrier in Nebraska intrastate commerce in the transportation of passengers by Bus in Charter service between all points in Nebraska over irregular routes. HHS Designation: No. Motion made by Commissioner Tim Schram, seconded by Commissioner Kevin Stocker to enter Order of Pending Dismissal. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

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ML-65: In the Matter of the Application of Knockout Movers LLC, Boys Town, seeking a license to provide household goods moving services in Nebraska intrastate commerce between all points in Nebraska over irregular routes. Motion made by Commissioner Tim Schram, seconded by Commissioner Eric Kamler to enter an Order Granting License. Motion passed with Commissioners Eric Kamler, Christian Mirch, Tim Schram, Kevin Stocker, and Dan Watermeier voting AYE.

Report on Motor Transportation Complaints and Railroad complaints received by the Department during the preceding Month. Dillon Keiffer-Johnson informs the Commission of the Complaints received for October, 2024.

GENERAL ADMINISTRATION

Executive Director's recommendation to approve the 2025 Commission Meeting schedule. Motion made by Commissioner Tim Schram, seconded by Commissioner Eric Kamler. Motion withdrawn by Commissioner Tim Schram with no stated objection from any other Commissioner. Motion made by Commissioner Christian Mirch, seconded by Commissioner Tim Schram, to amend the 2025 Commission Meeting schedule to add meeting dates on March 25, April 8, June 24, July 15, and October 15, 2024. Motion passed with Commissioners Christian Mirch, Tim Schram, Kevin Stocker and Dan Watermeier voting AYE, and Commissioner Eric Kamler voting NAY.

The meeting adjourned at 10:33 a.m. with Commissioners Tim Schram, Dan Watermeier, Eric Kamler, Christian Mirch, and Kevin Stocker present. The next regularly scheduled meeting will be held on December 3, 2024, at 10:00 a.m. with an agenda to be available in the office of the Executive Director at 10:00 a.m. on December 2, 2024.



Chair



Executive Director

AWARD OF SERVICE CONTRACT NEBRASKA PUBLIC SERVICE COMMISSION



The Nebraska Public Service Commission (the "Commission" or "NPSC") has awarded this Contract to the following party, otherwise identified throughout this Contract as the "Contractor":

911 Authority, LLC

The Commission and Contractor have set forth, in writing, the understanding and agreements of the parties relating to the services to be provided, compensation provided, and other contractual matters.

TERM

Start and End Dates.

The term of this Contract will begin on the date of the last signature below and will continue until all deliverables have been received by the Commission or December 31, 2025, whichever comes first.

Renewals

This Contract may not be renewed.

DOCUMENTS COMPRISING CONTRACT

The following documents comprise the Contract between the parties:

- This Contract Award;
- The attached Terms;
- Any attached Scope of Work; and
- Any attached Contractor proposal or additional terms.

Order of preference of these documents is governed in the attached Terms.

COMPENSATION

The total amount of this Contract shall not exceed \$75,000.00.

The Commission will pay Contractor paid upon satisfactory completion of the deliverables set forth in the applicable Scope of Work.

AWARD OF SERVICE CONTRACT NEBRASKA PUBLIC SERVICE COMMISSION



NOTICES

The following individuals are designated by the respective parties as notice contacts for this Contract:

FOR COMMISSION	FOR CONTRACTOR
Name: Dave Sanky, State 911 Director Address: 1200 N Street Suite 300 Email: dave.sankey@nebraska.gov	Name: Joel V. McCamley, President/COO Address: Email: joel@911authority.com

SIGNATURES

WHEREFORE, this Contract is entered into as of the date of full execution.

FOR COMMISSION	FOR CONTRACTOR
 Thomas Golden, Executive Director	 Joel V. McCamley, President/COO
DATE:	DATE:

SCOPE OF WORK

NEBRASKA PUBLIC SERVICE COMMISSION



This Agreement is entered into between the Nebraska Public Service Commission (the "Commission") and 911 Authority, LLC ("Contractor").

1. PURPOSE AND BACKGROUND

1.1 Purpose

The Commission and Contractor enter into the Agreement for the purposes of conducting independent validation and verification testing of the Emergency Services IP Network (ESInet) and the Next Generation Core Services (NGCS) provided by Lumen under Nebraska State Contract number 92858 O4.

1.2 Agreement

The Commission and Contractor have set forth, in writing, the understanding and agreements of the parties relating to the responsibilities of the parties, compensation for services provided, and other contractual matters.

2. SERVICES

Services & Contractor Responsibilities

The Contractor will perform verification and validation testing as more fully set forth in the attached Proposal, "The Independent Verification and Validation of the Next Generation 911 System provided by Lumen" and dated 11/21/2024 which is hereby incorporated in its entirety into this Agreement.

3. DELIVERABLES

The Contractor will provide the results of the verification and validation testing as more fully set forth in the attached Proposal, "The Independent Verification and Validation of the Next Generation 911 System provided by Lumen" and dated 11/21/2024.

State of Nebraska Public Service Commission

PROPOSAL
for
THE INDEPENDENT VERIFICATION AND VALIDATION (IV&V)
of
THE NEXT GENERATION 911 SYSTEM
PROVIDED BY LUMEN

11/21/2024

Prepared by:



Submitted November 2024

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Executive Summary:

This proposal outlines the approach, methodology, use cases, and test plans for verifying and validating the Emergency Services IP Network (ESInet) and Next Generation Core Services (NGCS) provided by Lumen. The Independent Validation and Verification (IV&V) testing process will be focused on ensuring that the NGCS system meets the required operational, functional, and performance specifications detailed by contract. The IV&V testing conducted by 911 Authority, LLC aims to ensure that the NG9-1-1 system deployed is aligned with the technical standards and functions as intended and provides reliable emergency services to the community.

Tests will be structured according to functional area to aid in determining the overarching capabilities offered by the system and services tested. The testing will cover various components and service areas, focusing on network routing, switching, failover capabilities, 9-1-1 call flow and overall system performance.

Background

The NG9-1-1 system is a critical infrastructure that enhances emergency response capabilities by integrating voice, data, and text communications. As the system evolves, rigorous testing is essential to validate its functionality, interoperability, resiliency, and security. This proposal details the use cases and anticipated tests categorized by primary components and service areas.

Scope of IV&V Testing:

The IV&V testing will cover multiple components, service areas, and their interaction to ensure the integrity of the NG9-1-1 system. The key areas of testing will be divided into:

1. Network Routing and Switching

- Voice and data interaction
- Core hardware and software interoperability
- Interoperability of key systems (iBCF, eBCF, ESRP, ECRF, etc.)
- Core network components and routing validation (iBCF, ESRP, ECRF, etc.)

2. Failover/Disaster Recovery

- Failover testing between core components such as iBCF, ESRP, ECRF, and NG ALI
- Validation of system recovery mechanisms during failure scenarios

3. Application Testing

- Testing of NGCS components in real-world scenarios, including call routing, text messaging, PSAP integration, and database access.

- End-to-end verification of the system under different application-specific conditions

Test Categories:

The testing will be conducted under various categories, each focused on verifying specific aspects of the NGCS system:

- **Unit Tests:** Testing individual NGCS components for basic functionality.
- **Integration Tests:** Verifying interoperability between components (e.g., ESRP to ECRF, iBCF to eBCF).
- **Stability and Performance Tests:** Assessing the stability of the system under normal to high traffic conditions.
- **Load and Stress Tests:** Simulating extreme traffic conditions to ensure the system can handle peak loads and stress without failing.
- **Failover Tests:** Evaluating system reliability, resiliency, and service provider recovery capabilities in the event of failures.
- **Cybersecurity Tests:** Scanning for vulnerabilities and testing for exploits in the system to ensure compliance with security standards.

Use Cases and Functional Areas for Testing:

The testing will utilize use cases for each scenario being reviewed. The use cases are defined at a high level below with each area focused on verifying specific aspects of the NGCS system:

- **Network Routing and Switching:**
 - **Voice and Data Interaction:** Testing primary, alternate, and default voice and data delivery within the core.
 - **Core Hardware and Software Interoperability:** Ensure interoperability between key components (iBCF, eBCF, ESRP, ECRF, etc.).
- **Failover / Disaster Recovery Testing:**
 - **iBCF to eBCF, iBCF to ESRP, ESRP to eBCF:** Test failover scenarios for these core elements.
 - **ECRF to NG ALI, LVF Failure, ESRP failure, SRDB failure:** Verify the system's ability to handle failures of these critical components and services.
- **Performance Testing:**
 - Test the system's performance under normal and peak loads.

- Measure key metrics like call delivery latency, packet loss, jitter, and ESInet performance.
- **End-to-End Application Testing:**
 - **PSAP and CPE Integration:** Verify integration of PSAP (Public Safety Answering Point) with the NGCS system.
 - **Text Messaging:** Ensure proper delivery and handling of text messages in the NG9-1-1 system.

Field and Lab Testing Approach:

A combination of field and lab testing may be utilized to validate and verify the system. 9-1-1 Authority will work with Lumen to determine the optimal approach for each use case:

- **Lab Testing:** All functional and performance testing will first be performed in a lab environment to simulate real-world scenarios. This will allow for controlled testing and the identification of issues before deployment in the field.
- **Field Testing:** After initial validation in the lab, the system will be deployed in the field where it will undergo further tests to validate real-world scenarios involving carriers, ESInet providers, and PSAP integration.

Cybersecurity and Vulnerability Scanning:

A cybersecurity evaluation will be conducted to ensure the system is secure against potential attacks. This includes:

- **Vulnerability Scanning:** Using automated tools to identify known vulnerabilities within the system.
- **Security Audits:** Ensuring that system components meet the best security practices and regulatory requirements.

Test Environment and Assumptions:

- **Lab Testing Assumptions:**
 - The lab network hardware will be configured to mirror the deployment architecture of the deployed NG9-1-1 system.
 - The latest software versions and security patches will be applied before testing.
 - All required ports and protocols will be configured as needed for testing purposes.
- **Constraints:**

- Some components such as CPE (Customer Premises Equipment), GIS, and CAD (Computer-Aided Dispatch) systems will not be included in lab tests.
- The tests will primarily focus on the core NGCS elements and their interconnections.

Test Reporting and Analysis:

After each test, results will be carefully documented. All findings, including failures and anomalies, will be categorized based on severity (high, medium, low). Any issues identified will be addressed, and corrective actions will be implemented before re-testing.

- **Documentation:**
 - Test plans, results, findings, screen shots and any corrective actions will be recorded and will be marked accordingly (i.e., confidential, proprietary, privileged).
 - Sensitive documentation that may require redaction will be sanitized before the final report is released.
 - A final report will summarize the results of all tests, including recommendations for improving system performance and reliability.

Expected Results

The IV&V testing aims to achieve the following outcomes:

- Ensure legacy and NG9-1-1 applications operate without issues.
- Validate that all components function as specified and meet performance standards.
- Confirm that 9-1-1 calls are delivered reliably and without loss.
- Identify and document any vulnerabilities, providing recommendations for remediation and long-range planning.

Next Steps:

1. **Approval of the Scope and IV&V Plan:** Obtain approval from Lumen on the scope and plan to move forward with the IV&V testing process.
2. **Prepare Test Environments:** 911 Authority and Lumen set up lab and field environments based on the configuration outlined in the IV&V test plan.
3. **Initiate Testing Phases:** Begin with Phase 1 (Lab Testing) once the environment is ready.

Project Plan for the IV&V of the State of Nebraska NG9-1-1 System

The 911 Authority team understands that the Indiana 911 PSC seeks to perform an IV&V of the Lumen provided NG9-1-1 system.

The IV&V will be conducted on the NG9-1-1 system provided by Lumen to verify and validate that the system has been delivered in accordance with and compliance with the technical requirements of the Lumen contract with the State of Nebraska.

Project Schedule

Date	Project Activity or Milestone
Estimated 12/2024	Kick off IV&V Testing Project
Estimated 8 weeks December – February	Test preparation, planning and coordination with Lumen
Est. 1 week, including maintenance window February 2025	Conduct IV&V Testing
Estimated March 2025	Deliver draft findings report to Executive Director
Estimated April 2025	Deliver Final IV&V Findings Report to Executive Director, prep for TBD PSC Meeting presentation

Project Work Plan

Independently Verifying and Validating the LUMEN provided IN911 NG9-1-1 System involves four primary tasks, they are:

1. Project Initiation, Test Preparation and Planning
2. Develop Test Plans
3. Execute IV&V Testing
4. Develop and Deliver IV&V Test Report

Task 1 Project Initiation, Test Preparation and Planning

Work with PSC staff and Lumen on test preparation and planning. This task will establish the final framework, scope, and schedule of the IV&V testing.

Conduct a kickoff meeting with all parties to review the goals and objectives of the IVV, the expectations of the PSC, PSC staff, 911 Authority and Lumen. We will also establish the IV&V Committee referenced in the diagram below.



Our team will work with PSC staff, and Lumen (the IV&V Committee) to identify the planning, testing, logging, and reporting required to ensure the Lumen system is independently tested and is compliant with the contract requirements as amended. The work effort required for this task includes:

- a. Project kick off meeting
- b. Data gathering
- c. Assumption validation
- d. Confirm and verify testing scope and schedules
- e. Establish and test physical interface points
- f. Establish maintenance window for live traffic testing

Task 2 Develop Test Plans

Develop and document the required tests to evaluate the Lumen system. These tests will be used to:

- Establish performance baselines in relation to the PSCs contract requirements, national standards, industry best practices and established service level agreement metrics
- Measure compliance with the service objectives and the service level agreements

The IV&V Committee will be working on the following during this task:

- a. Agree on methodology and framework
- b. Developed expected results
- c. Develop testing Method Of Procedure (MOP)
- d. Develop Draft Test Plan
- e. Develop Final Test Plan (FTP)
- f. Finalize test schedule with all parties including PSAP participants

Task 3 Execute IV&V Testing

911 Authority will work with PSC staff and Lumen to conduct the tests identified in Task 2. We will rely on the boundaries established by the IV&V committee in Task 1 to ensure that the tests will achieve the desired outcomes. The testing will:

- Document the configuration and components deployed
- Understand the capabilities implemented in the system and establish any capability limitations that are present in the deployed system
- Evaluate compliance with Cybersecurity standards and document the metrics
- Verify the functionality implemented across the system that utilize the capabilities as deployed
- Validate that failover of the system meets the System wide Service Level Agreement
- Review and analyze the end-to-end testing of the system to verify all of the capabilities, functions, and system operations of NG9-1-1.
 - a. Analyze data
 - b. Retest as necessary

Task 4 Develop and Deliver IV&V Test Reports

911 Authority will use the information collected in Task 3 to provide a report of the findings and offer an independent analysis of the Lumen provided NG9-1-1 system. The report will focus on:

- Verifying that the system as tested meets the Lumen contract requirements
- Validating that the system as tested offers the capabilities and functionality to support the requirements as stated
- Documenting any deficiencies or gaps observed and recommend remediation
- Highlight any discrepancies or interpretations that may impact future policy, practice, or process decisions
 - a. Develop draft findings report
 - b. Review with Executive Director
 - c. Finalize Findings report and submit to the PSC

Application of Test Procedures

Logging and testing procedures will be applied as agreed upon to verify and validate the service, software, and system from a capability, functionality, and application basis. The following are the documentation requirements associated with our test procedures.

- Document all test results and any additional findings.
 - Note any findings deemed not applicable or not desired.
 - Note any fixes performed by Lumen and ensure that the fixes are documented.
 - Note any findings deemed as false positives.
 - These results and findings may lead to a change request or other potential configuration modifications from Lumen. In addition, regression testing will need to be done in the event the modifications do not meet the desired specifications.
- Document the control mechanisms as needed to a scorecard or list.
- Document test limitations.
- Determine that all components, system functions, and services provided are operational and conduct functionality checks after completion of assessment.

Data Analysis and Report Results

All results will be documented during the tests. Doing so will verify that all results are vetted, especially false positive results. The following are the documentation requirements associated with data analysis.

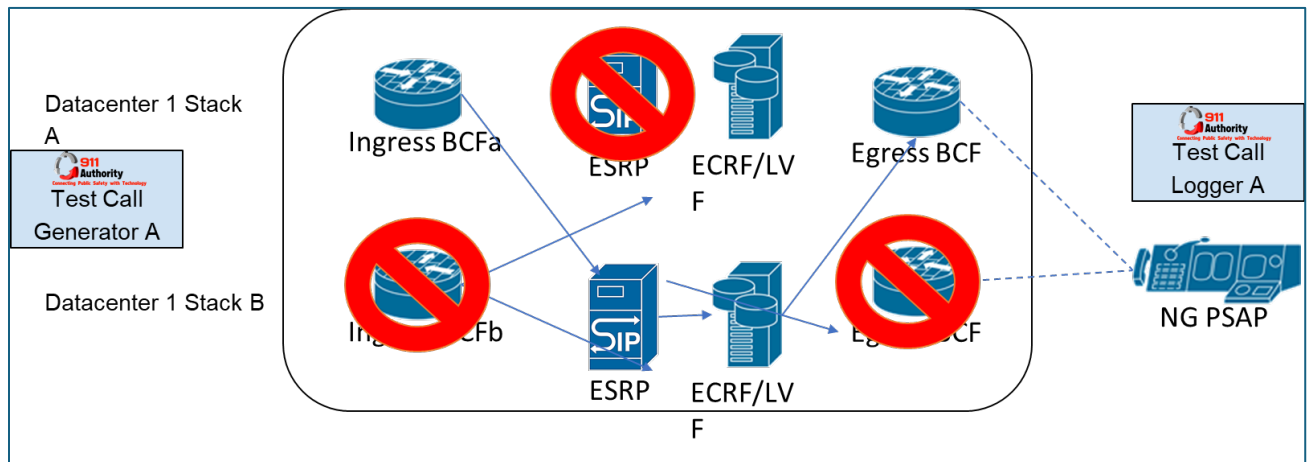
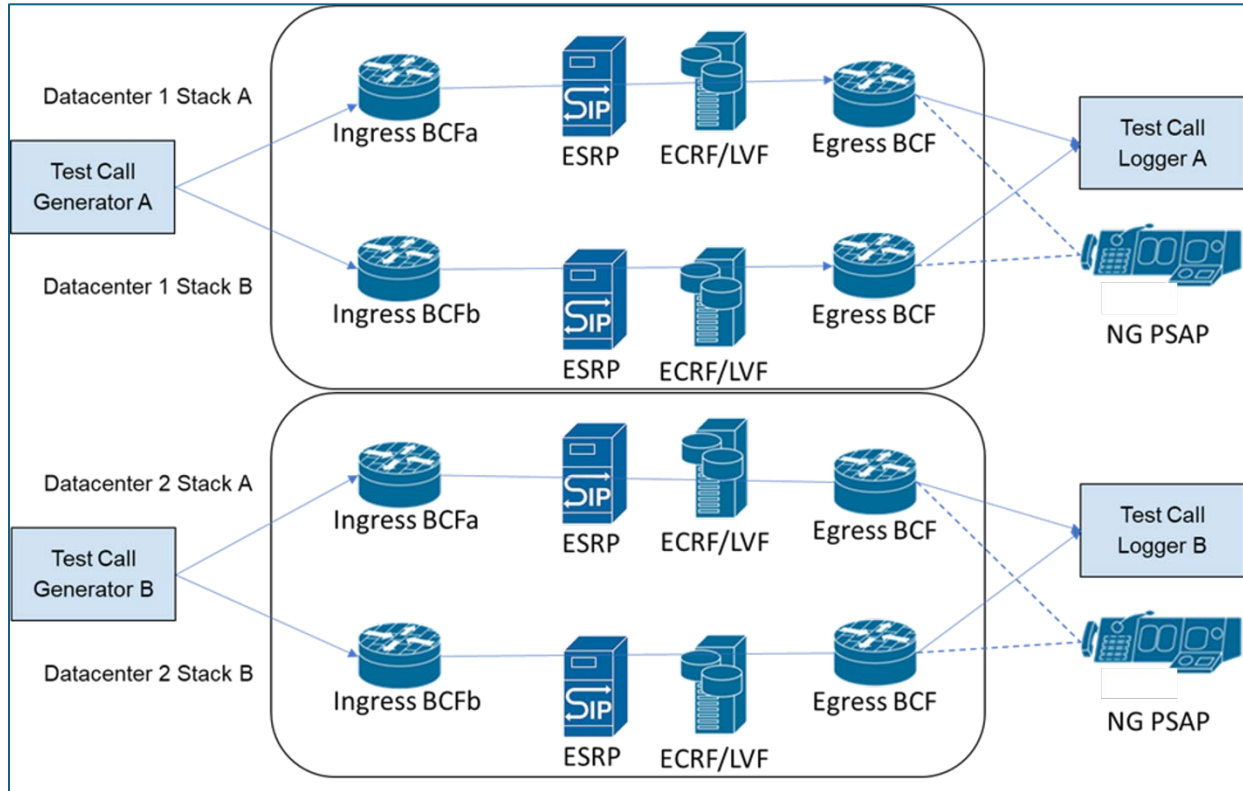
- Highlight and categorize findings according to their level of importance, whether vulnerabilities are high, medium, or low.
- Provide recommendations to remediate or mitigate the risks.
- Document the controls and mechanisms as compliant.

Work Plan Assumptions, Caveats and Points of Consideration

- **Assumption** - The system being tested will be processing live 911 calls during the testing period
- **Assumption** – Any and all IV&V testing will have minimal impact on the processing of live 911 calls during the testing period
- **Assumption** - Lumen is cooperative and willing to coordinate and accommodate the IV&V testing
- **Assumption** – Multiple requirements can be validated and verified when testing for any requirement, function, or capability
- **Caveat** - All test plans will be agreed to by all parties
- **Caveat** - All test data, test results, reports and analysis will be based on the execution of the tests and how the Lumen system operated during the testing and are considered a snapshot in time
- **Caveat** - The testing, the results and the reporting are in no way a warranty or guarantee of future system operation and function

The 911 Authority IV&V Testing Methodology

911 Authority will execute this project using the following basic system design and testing methodology for the IV&V testing of the NG9-1-1 system operated by Lumen. This framework encompasses the system wide functional requirements established by the contract with Lumen.



All system wide functionality testing will be centered on 9-1-1 call/data flow through the system as shown above with tests designed to test all the permutations of failure, redundancy, and operation via a consistent and operations focused approach.

Proposed scope of testing and testing phases

911 Authority proposes a combination, or phases of tests designed to independently verify and validate both the systemwide functionality and specific contractual requirements of the Lumen contract. They are:

1. Component Testing
2. Capability Testing
3. Cybersecurity Testing
4. Functional/System Testing
5. Failover Testing
6. End-to-End Testing

The Lumen NG9-1-1 Contract Requirements

The following requirements will be tested, validated, and verified as part of this project. For reference, **Attachment C of Contract 92858** O4 Next Generation 911 Emergency Services IP Network (ESInet) and Next Generation Core Services contains the detailed requirements as **Option A – ESInet, Option B – NGCS and Option C – Service and Support** that will be used to establish the IV&V testing criteria and test plans of the Lumen NG9-1-1 system. The testable requirements of the Lumen NG9-1-1 system as established by contract as amended and found in **Attachment C** are:

- ✓ **Option A - ESINet Requirements,**
- ✓ **Option B - NG Core Services Requirements,**
- ✓ **Option C - Service and Support Requirements,**

STANDARDS

In addition to all the other standards set forth herein and in addition to all other NENA i3 standards, the system shall comply with the following standards:

- NENA STA-010.3 Detailed Functional and Interface Specification for the NENA i3 Solution,
- NENA 08-002 NENA Functional and Interface Standards for Next Generation 9-1-1 Version 1.0 (i3)
- NENA 08-751 NENA i3 Technical Requirements Document
- NENA 04-001 v2 PSAP E9-1-1 PSAP Equipment
- NENA 58-001 NENA IP-Capable PSAP Minimum Operational Requirements Standards
- NENA 58-501 IP PSAP 9-1-1 System Features and Capabilities

- NENA STA-040.2 Security for Next Generation 9-1-1 Standard (NG-SEC), NENA 75-001 v1, and NENA 04-503 v1
- NENA 75-502, NENA 04-502 v1, NENA 04-503 v1, NENA 08-506 v1, NENA 08-752 v1, NENA 71-502 v1, NENA STA-003
- Applicable Internet Engineering Task Force Standards (IETF), such as IP protocols, IP routing protocols, SIP, RTP, LoST, and the PIDF-LO
- NENA 08-506 Emergency Services IP Network Design for NG9-1-1

NG9-1-1 REQUIREMENTS

- ESINET ARCHITECTURE REQUIREMENTS
- ESINET FEATURES AND FUNCTIONS
- VOLUME AND PERFORMANCE
- NETWORK AVAILABILITY & RELIABILITY
- INTERCONNECTION OF OTHER NETWORKS AND SYSTEMS
- QUALITY OF SERVICE FEATURES
- REDUNDANCY AND SURVIVABILITY
- PSAP BANDWIDTH
- IP ROUTING
- NETWORK DEMARCATION POINT
- NETWORK - EDGE SITE INTERFACE
- NETWORK FAILOVER
- NETWORK SECURITY
- INTRUSION PREVENTION AND DETECTION
- REMOTE ACCESS AND NETWORK SECURITY AND FIREWALLS

Pricing

911 Authority proposes to conduct all tasks and produce all the deliverables described herein for a fixed price of **\$75,000** inclusive of all costs associated with performing the work proposed as well as any travel costs that may be incurred to meet with the PSC to discuss the results.

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



The following terms govern the contractual relationship created between the Nebraska Public Service Commission ("NPSC") and the Contractor identified in the attached Scope of Work. The definitions used herein govern the words used in these Terms, or that may be used in a Contract Award, Scope of Work, or Contractor Proposal, or any other attached document, unless specifically defined therein.

DEFINITIONS

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

Change Order: Document that provides an addendum and/or amendments to an executed purchase order or contract.

Contract: The complete agreement between the parties, as further delineated in **GENERAL INTERPRETATION**, below.

Default: The omission or failure to perform a contractual duty.

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Party: The NPSC or the Contractor, as applicable.

Proposal: A proposal provided by the Contractor to complete work performed under the Contract.

Shall/Will/Must: An order/command; mandatory.

Scope of Work: A list of duties and deliverables defined by the NPSC for Contractor to complete under the Contract.

Subcontractor: Individual or entity with whom the Contractor enters a contract to perform a portion of the work awarded to the Contractor. Does not include entities who are providing general ancillary services for the Contractor's operations.

Termination: Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the Contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Will: See Mandatory/Shall/Will/Must.

SERVICE CONTRACT TERMS NEBRASKA PUBLIC SERVICE COMMISSION



GENERAL TERMS

ORDER OF PREFERENCE AND INTERPRETATION

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference:

1. Amendments to the Contract, with the most recently dated amendment having highest priority;
2. These Terms;
3. The Contract Award;
4. Any attached Scope of Work; and
5. Any attached Contractor proposal or additional terms.

These documents constitute the entirety of the Contract. Any ambiguity or conflict in the Contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Furthermore, the following rules will apply regarding multiple similar clauses contained in any documents:

- If only one Party to the Contract has a particular clause, then that clause shall control;
- If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
- If both Parties have a similar clause, but the clauses conflict, the NPSC's clause shall control.

GOVERNING LAW

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

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

BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid contract has been fully executed by the NPSC and the Contractor.

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

CHANGE ORDERS

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

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The NPSC shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

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

NOTICE OF POTENTIAL CONTRACTOR BREACH

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

CONTRACT MANAGEMENT AND BREACH

1. *Deliverable Approval Process*

The Commission must review all deliverables submitted by Contractor. The Commission must approve a deliverable submitted by Contractor if it is of sufficient quality and meets the requirements in the Contract. Approval of a deliverable must be communicated by the Commission to Contractor in writing within a reasonable time. The Commission shall not disburse payment for a deliverable until the deliverable is approved.

The Commission must reject the deliverable submitted by Contractor if it is not of sufficient quality or does not meet the requirements in the Contract. Rejection of a deliverable must be communicated by the

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



Commission to Contractor, in writing, within a reasonable time. The written communication must include the Commission's reasons for rejection.

Within a reasonable time established by the Commission, Contractor may correct the defects identified and resubmit the rejected deliverable. Any corrections or improvements requested by the Commission are not changes in the scope of the Contract. If a rejected deliverable requires more than two corrections, the Commission may permanently reject the deliverable and deny payment for the deliverable. Nothing in this section limits any other remedies available to the Commission under the Contract or at law.

2. *Corrective Action Plan*

If Contractor fails to meet the Scope of Work as set forth in the Contract, NPSC may, within its sole discretion, require Contractor to complete a Corrective Action Plan (hereinafter "CAP"). NPSC shall set a deadline for the CAP to be provided to NPSC, but shall provide Contractor reasonable notice of said deadline. In its notice, NPSC shall identify each issue to be resolved. The CAP will include, but is not limited to, a written response noting the steps being taken by Contractor to resolve each issue(s), including a date that the issue(s) will be resolved.

If Contractor fails to provide a CAP by the deadline set by NPSC, fails to provide NPSC with a CAP demonstrating that the issues regarding performance will be remedied, or fails to meet the deadline(s) set in the CAP for resolution of the issue(s), NPSC may withhold payments (for the work or deliverables) related to the issues identified by NPSC, or exercise any other remedy set forth in this Contract or available under law.

3. *Suspension of Services*

The NPSC may, at any time and without advance notice, require Contractor to suspend any or all activities provided under this Contract. A suspension may be the result of a reduction in federal or state funds, budget freeze, emergency, contract compliance issues, investigation, or other reasons not stated here. In the event of such suspension, the NPSC Executive Director, or designee, will issue a written Stop Work Order to the Contractor. The Stop Work Order will specify which activities are to be immediately suspended, the reason(s) for the suspension, and, if practicable, the known duration period of the suspension.

Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the order during the period of suspension.

The NPSC may extend the duration of the suspension by issuing a modified Stop Work Order, which must state the new end date of the suspension and the reason for the extension. The suspended activity may resume when (i) the suspension period identified in the Stop Work Order has ended or (ii) when the NPSC Executive Director, or designee, has issued a formal written notice cancelling the Stop Work Order or directing Contractor to resume partial services.

4. *Breach*

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



Either Party may terminate the Contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the Contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contact identified in the Contract Award for Notices. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the Contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the NPSC may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

NON-WAIVER OF BREACH

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

SEVERABILITY

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

INDEMNIFICATION

1. General

The Contractor agrees to defend, indemnify, and hold harmless the NPSC and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the NPSC for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this Contract, except to the extent such Contractor liability is attenuated by any action of the NPSC which directly and proximately contributed to the claims.

2. Intellectual Property

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the NPSC gives the

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the NPSC's use of the Licensed Software without the NPSC's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the NPSC's use of any intellectual property for which the Contractor has indemnified the NPSC, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the NPSC's behalf to provide the necessary rights to the NPSC to eliminate the infringement, or provide the NPSC with a non-infringing substitute that provides the NPSC the same functionality. At the NPSC's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the NPSC may receive the remedies provided under these Terms.

3. *Personnel*

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

SELF-INSURANCE

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

ASSIGNMENT, SALE, OR MERGER

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

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

FORCE MAJEURE

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the Contract due to a natural or manmade event outside the control and not the fault of the affected Party (“Force Majeure Event”). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party’s own employees will not be considered a Force Majeure Event.

CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

EARLY TERMINATION

The Contract may be terminated as follows:

1. The NPSC and the Contractor, by mutual written agreement, may terminate the Contract at any time.
2. The NPSC, in its sole discretion, may terminate the Contract for any reason upon thirty (30) calendar day’s written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the Contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The NPSC may terminate the Contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor’s assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



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- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.
4. The NPSC may also terminate this contract if this Contract was the result of a Request for Proposal and the NPSC discovers that an ethical violation has been committed. These violations include, but are not limited to:
 - a. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
 - b. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
 - c. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity: Submitting a solicitation response on behalf of another Party or entity; and
 - d. Colluding with any person or entity to influence the bidding process, submit sham solicitation responses, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the solicitation response, or prejudice the Commission.
 5. The Contractor shall include a clause containing the same requirements as subsection 4, above, in any subcontract entered into for the exclusive purpose of performing this Contract.

CONTRACT CLOSEOUT

Upon contract closeout for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the NPSC;
2. Transfer ownership and title to all completed or partially completed deliverables to the NPSC;
3. Return to the NPSC all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person, or entity in the assumption of any or all of the obligations of this Contract;
5. Cooperate with any successor Contractor, person, or entity with the transfer of information or data related to this Contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

SURVIVAL

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Contract, including, but not limited to, the obligations in the Confidentiality section, above, shall survive the expiration or termination of this Contract.

TAXPAYER TRANSPARENCY ACT

Pursuant to Neb. Rev. Stat. § 84-602.04, all state contracts including, at least in part, state funds, and that are in effect as of January 1, 2014, shall be posted on a public website. All non-proprietary and non-confidential information, as defined by law, will be posted for public viewing. Contractor hereby waives any copyrights for any material posted with this Contract, either as an attachment, schedule, or other subpart of this Contract, to the public website.

TIME IS OF THE ESSENCE

Time is of the essence in this Contract. The acceptance of late performance, with or without objection or reservation by NPSC, shall not waive any rights of NPSC nor constitute a waiver of the requirement of timely performance of any obligations on the part of Contractor remaining to be performed.

CONTRACTOR DUTIES

INDEPENDENT CONTRACTOR / OBLIGATIONS

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

The Contractor is solely responsible for fulfilling the Contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the Contract. The personnel the Contractor uses to fulfill the Contract shall have no contractual or other legal relationship with the NPSC; they shall not be considered employees of the NPSC and shall not be entitled to any compensation, rights or benefits from the NPSC, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal, if included, shall not be changed without the prior written approval of the NPSC. Replacement of these personnel, if approved by the NPSC, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the Contract shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the Contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the Contract;

SERVICE CONTRACT TERMS

NEBRASKA PUBLIC SERVICE COMMISSION



4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the Contract without the prior written authorization of the NPSC.

The NPSC reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this Contract.

The Contractor shall include a similar provision, for the protection of the NPSC, in the contract with any Subcontractor engaged to perform work on this Contract.

EMPLOYEE WORK ELIGIBILITY STATUS

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

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the 'United States Citizenship Attestation Form', available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed 'United States Citizenship Attestation Form' should be submitted with either (A) the Request for Proposal response, if the Contract was bid through a Request for Proposal; or (B) At the time of signature of the Contract, if not bid.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified, or the Contract terminated, if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

SERVICE CONTRACT TERMS NEBRASKA PUBLIC SERVICE COMMISSION



COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 – 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 subcontract resulting from this Contract.

COOPERATION WITH OTHER CONTRACTORS

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this Contract.

PERMITS, REGULATIONS, LAWS

The Contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the Contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the Contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this Contract.

OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The NPSC shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the NPSC pursuant to this Contract.

The NPSC shall own and hold exclusive title to any deliverable developed as a result of this Contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

INSURANCE REQUIREMENTS

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the Contract or within two (2) years of termination or expiration of the Contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this Contract for the term of the Contract and two (2) years following termination or expiration of the Contract.

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

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

1. *Workers' Compensation Insurance*

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

2. *Commercial General Liability Insurance and Commercial Automobile Liability Insurance*

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$5,000 any one person
Damage to Rented Premises (Fire)	\$100,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000 per occurrence
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$2,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	

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“Workers’ Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska.”

MANDATORY COI LIABILITY WAIVER LANGUAGE

“Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured.”

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the NPSC can review the limitations imposed by the insurance policy.

3. *Evidence Of Coverage*

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

Nebraska Public Service Commission
Attn: Thomas Golden – Executive Director
300 The Atrium 1200 N Street
Lincoln, NE 68508

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

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

DEVIATIONS

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

ANTITRUST

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

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CONFLICT OF INTEREST

Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this Contract.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not knowingly employ any individual known by Contractor to have a conflict of interest.

If the Contract was bid through a Request for Proposal, the Parties shall not knowingly, for a period of two years after execution of the Contract, recruit or employ any employee or agent of the other Party who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

STATE PROPERTY

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

SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

ADVERTISING

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

NEBRASKA TECHNOLOGY ACCESS STANDARDS

The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.

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By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in the paragraph and such ICT is intended to be directly interacted with by the user or is public-facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.

ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

DISASTER RECOVERY/BACK UP PLAN

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

DRUG POLICY

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

DEBARMENT, SUSPENSION, OR DECLARED INELIGIBLE

Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SERVICE CONTRACT TERMS NEBRASKA PUBLIC SERVICE COMMISSION



PAYMENT

PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the NPSC (See Neb. Rev. Stat. § 81-2403).

TAXES

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

INVOICES

Invoices for payments must be submitted by the Contractor to the NPSC with sufficient detail to support payment. The Contractor shall submit a monthly invoice to the NPSC no later than the fifteenth (15th) day of the month following the reporting month. In the event the fifteenth falls on a weekend or holiday, the due date shall be the next business day. Invoices shall be transmitted electronically, in PDF format, to the contact person designated by the NPSC.

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the NPSC, and no action by the NPSC, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the NPSC with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the NPSC as an amendment to the Contract.

INSPECTION AND APPROVAL

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

The NPSC and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the Contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

PAYMENT

NPSC will render payment to Contractor when the terms and conditions of the Contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the NPSC (See Neb. Rev. Stat. § 73-812(1)). Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt

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Payment Act (See Neb. Rev. Stat. §§ 81-2401–81-2408). The NPSC shall require the Contractor to receive payment by electronic means via Automated Clearing House (ACH) payment. In no event shall the NPSC be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the Contract, and the Contractor hereby waives any claim or cause of action for any such services.

LATE PAYMENT

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

SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

The NPSC's obligation to pay amounts due on the Contract for the fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the NPSC may terminate the Contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The NPSC will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the NPSC to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

RIGHT TO AUDIT

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the NPSC. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the NPSC for the total costs of the audit. Overpayments and audit costs owed to the NPSC shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

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FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION

If this Contract involves the provision of technology to the NSPC, Contractor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated Contract; and that any products or services to be provided do not originate with a scrutinized company.