

CONTRACT AWARD
NEBRASKA PUBLIC SERVICE COMMISSION
AND
911 AUTHORITY, LLC

This Contract 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 this Contract for the purposes of supporting the Commission's investigation into recent 9-1-1 outages.
- 1.2. **Contract.** 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. TERM

- 2.1. The term of this Agreement will begin upon full execution of this Contract and end on the completion of the Services by Contractor and approval of all deliverables by the Commission.

3. TOTAL AMOUNT AND RATE

- 3.1. The total amount of this Contract shall not exceed \$75,000.00 (seventy-five thousand dollars).
- 3.2. Service performed under this Contract shall be billed based on the actual number of hours provided by the Contractor. Contractor shall bill at a rate of \$175.00 per hour, rounded to the nearest 15-minute increment.
- 3.3. Regardless of the number of total hours provided by Contractor to complete the deliverables listed in the Contractor's proposal, the total amount shall not exceed the amount listed in section 3.1.

4. SERVICES

- 4.1. Services shall be provided as detailed in Contractor's proposal, dated February 22 , 2024, attached to this Contract Award and incorporated into this Contract.

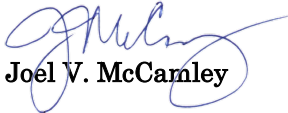
5. TERMS

- 5.1. This Contract is subject to the terms and insurance requirements attached to this Contract Award and incorporated into this Contract.
- 5.2. 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. The Contract Award;
 3. Terms and Insurance Requirements; and
 4. The Contractor's Proposal or Scope of Work.
- 5.3. The documents listed in section 5.2 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.

6. SIGNATURES

The parties hereto have duly executed this Contract, and each individual signing below certifies that they have the authority to legally bind the party to this Contract.

FOR COMMISSION	FOR CONTRACTOR
 Thomas Golden Executive Director	 Joel V. McCamley President/COO
DATE: 2/29/2024	DATE: 2/27/2024

David Sankey
State 911 Director
Nebraska Public Service Commission
402-471-0265

February 22, 2024

Re: Quote to Support an Independent 9-1-1 Outage Investigation

Dear Mr. Sankey,

911 Authority, LLC is pleased to submit this quote for our services to support the Nebraska Public Service Commission with an independent investigation of recent 9-1-1 outages experienced across the state on both the Lumen and Windstream network infrastructures. We understand the urgency of this project, given the impact the recent outages had in the confidence of the overall system and that some questions remain.

Our team of experienced 9-1-1 professionals, coupled with our proven track record of involvement in the deployment and operation of NG911 systems across the country with numerous vendors and designs stands ready to apply our knowledge and expertise to find answers and resolve any outstanding questions related to the outages. We work closely with Brian Rosen the author of the NENA NG911 i3 standard, and he has agreed to participate with 911 Authority in the investigation..

This proposal is subject to your approval and further refinement based on your specific needs and requirements. We are confident that our expertise and experience can deliver a valuable investigation and actionable recommendations to improve the resilience of Nebraska's 911 infrastructure.

Should you have any questions or require further clarification, please do not hesitate to contact me. We look forward to discussing this opportunity further and collaborating with you on this important project.

Sincerely,



Joel V. McCamley,
President/COO
911 Authority LLC
joel@911authority.com
814-242-5526

Project Objectives:

We understand that the Nebraska Public Services Commission (PSC) is looking for support in the following areas:

- An investigation by an independent entity, into the recent 911 outages on the Lumen and Windstream legacy telecommunications infrastructure which prevented the delivery of 911 calls across the state for varying periods of time
- A determination of the events and independent analysis of the relevant timelines of the events to reconstruct what took place during the outages
- Reconciliation of the root cause(s), failures and impacts cited by both Lumen and Windstream in their reporting to the PSC
- Identification of alternatives, options and recommendations to eliminate, minimize or reduce the risk of future 911 outages on either the Lumen and/or Windstream networks that deliver 911 calls to the Nebraska PSAPs.
- A final investigative report on the outage prepared and delivered to the Nebraska PSC.

Project Approach:

This proposed project plan outlines a comprehensive and independent investigation into the recent 911 outages affecting Lumen and Windstream infrastructure across Nebraska. We aim to address the Nebraska Public Services Commission's (PSC) objectives by delivering a thorough investigation and actionable recommendations to prevent future disruptions.

Project Scope:

This project encompasses:

- An independent investigation into the technical and operational aspects of the 911 outages.
- An assessment of the reported and identified causes, failures, and impacts by Lumen and Windstream.
- Formulation of actionable recommendations and alternative options for mitigating future outages.
- Delivery of a well-structured and independent Investigation Report to the PSC.

Project Deliverables:

- Project Initiation: Project plan and schedule, and communication protocols.
- Preliminary Findings: Presentation and document showcasing initial investigation results.
- Draft Independent Outage Investigation Report: Detailed report encompassing all investigation conclusions and recommendations.
- Final Independent Outage Investigation Report: Finalized report incorporating PSC feedback.

Proposed Schedule:

Phase	Dates	Activities	Duration
Project Initiation	Feb 26 – Mar 11, 2024	Team formation, agreement finalization, communication channels establishment	2 weeks
Data Collection & Analysis	Mar 11 - Apr 22, 2024	Gather data from various sources, conduct interviews, perform data analysis	6 weeks
Preliminary Findings	April 22 – April 29, 2024	Presentation and document summarizing initial findings, PSC feedback incorporation	1 week
Draft Independent Outage Investigation Report	April 30 - May 14, 2024	Draft report development, incorporating analysis and recommendations	2 weeks
Finalize Independent Outage Investigation Report	May 14 - 31, 2024	PSC feedback addressing, report finalization, and submission	2 weeks

Resource Assignments:

911 Authority will provide Joel McCamley, Jim Lockard and Brian Rosen as the primary resources for this investigation. They will be assisted by additional resources throughout the duration of the project and by approval of PSC staff. Resumes available upon request.

Payment for Services:

An hourly rate of \$175.00 per hour will be applied to the work. Monthly invoices detailing the hours spent on the reports will be provided as part of the invoice.

The estimated hours for the project total to 428 hours and would not exceed \$75,000 in fee. The hourly rate is inclusive of all costs associated with conducting an independent investigation and drafting a report to the PSC as proposed herein:

Assumptions, Risks and Considerations

- Cooperation and transparency by all parties involved is assumed.
- A lack of cooperation or timely response to inquiries will have a negative impact on the schedule and likely cause it to slip or push beyond the dates proposed above.
- Availability of and access to relevant documents, reports and contracts related to the outages is assumed.
- Based on preliminary discussions, it is understood that these outages occurred in the legacy infrastructure of Lumen and Windstream which is outside the contractual control of the PSC.

NothiOng Follows -

INSURANCE REQUIREMENTS – PUBLIC SERVICE COMMISSION SERVICES CONTRACTS

1. *General Requirement.* The Contractor shall not commence work under this Contract until all the insurance required herein has been obtained and a copy of the certificate of insurance compliant with this Addendum has been submitted to the Commission. The Contractor shall maintain all required insurance for the life of this Contract and shall ensure that Commission has the most current certificate of insurance throughout the life of this Contract.
 - 1.1. If, by the terms of any insurance, a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.
 - 1.2. Insurance coverages shall function independent of all other clauses in the Contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this Contract.
 - 1.3. Notice of cancellation of any required insurance policy must be submitted to the Commission, as set forth in the Contract, when issued, and a new coverage binder shall be submitted immediately to ensure no break in coverage.

2. *Required 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 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 anyone directly or indirectly employed by Contractor, and the amounts of such insurance shall not be less than limits stated hereinafter. The policy shall include Commission, shall be primary, and any insurance or self-insurance carried by Commission shall be considered excess and non-contributory.
 - 2.1. The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, and Personal Injury coverage.
 - 2.2. The Commercial Automobile Liability Insurance shall be written to cover all Hired vehicles.
 - 2.3. The Contractor shall maintain this insurance at the following amounts:

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	\$10,000 any one person
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Motor Carrier Act Endorsement	Where Applicable

UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000
LIABILITY WAIVER	
“Commercial General Liability and Commercial Automobile Liability policies shall be primary, and any insurance or self-insurance carried by the State of Nebraska, Public Service Commission shall be considered excess and non-contributory.”	

3. *Required Workers’ Compensation Insurance.* 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 Workers’ 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. This policy shall include a waiver of subrogation in favor of Commission. The amounts of such insurance shall not be less than the following limits:

WORKERS’ COMPENSATION	
Employer’s Liability Limits	\$500K/\$500K/\$500K
Statutory Limits - All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
SUBROGATION WAIVER	
“Workers’ Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska, Public Service Commission.”	

4. *Additional Required Insurance.* Contractor shall maintain insurance, subject to all the applicable requirements provided above, in the following amounts:

CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000

**GENERAL TERMS – NEBRASKA PUBLIC SERVICE COMMISSION
STATE FUNDED CONTRACTS**

1. ACCESS TO RECORDS.

- 1.1. All Contractor books, records, and documents, regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this Contract, shall be subject to audit by the Commission, or its authorized representative, at any reasonable time and upon the provision of reasonable notice.
- 1.2. All records shall be maintained for a period of five (5) years after contract termination or until all issues related to an audit, litigation, or other action initiated within this period are resolved to the satisfaction of the Commission. The Commission agrees to provide the Contractor with written notification within thirty (30) days of the Commission's awareness of any audits, litigation, or other actions that require the retention of records beyond the standard period, detailing the specific records required to be retained.
- 1.3. All records shall be maintained in accordance with generally accepted business practices.

2. AMENDMENT. This Contract may be modified only by written amendment, executed by both parties. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties.

3. ANTI-DISCRIMINATION.

- 3.1. Contractor shall comply with all applicable local, state and federal law regarding civil rights, including, but not limited to, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this Contract.
- 3.2. Contractor shall insert a similar provision as the provision immediately above into all subcontracts.

4. ASSIGNMENT. Contractor shall not assign or transfer any interest, rights, or duties under this Contract without prior written consent of the Commission. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this Contract.

5. CONFIDENTIALITY.

- 5.1. All information gathered in the performance of this Contract, either independently or through the Commission, shall be held in the strictest confidence and shall be released to no one other than the Commission without the prior written authorization of the Commission. Contrary contract provisions set forth in the Contract shall be deemed to be authorized exceptions to this general confidentiality provision.
- 5.2. Nothing in this section or this Contract shall relieve Contractor of the obligation to comply with all applicable statutes and regulations.
- 5.3. Any additional nondisclosure agreements that may be required to obtain proprietary or confidential documentation shall be incorporated into this Contract once executed.

6. CONFLICTS OF INTEREST. In the performance of this Contract, Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. Contractor shall immediately notify the Commission, in writing, of any such conflict.

7. CONTRACT MANAGEMENT.

9.1 *Corrective Action Plan.* If Contractor fails to meet the Scope of Work as set forth in the Contract, the Commission may require Contractor to complete a Corrective Action Plan (hereinafter "CAP").

9.1.1 The Commission shall set a deadline for the CAP to be provided to the Commission, but shall provide Contractor reasonable notice of said deadline. In its notice, the Commission shall identify each issue to be resolved.

9.1.2 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.

9.1.3 If Contractor fails to provide a CAP by the deadline set by the Commission, fails to provide the Commission 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), the Commission may withhold payments (for the work or deliverables) related to the issues identified by the Commission, or exercise any other remedy set forth in this Contract or available under law.

9.2 *Suspension of Services.* The Commission 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.

9.2.1 In the event of such suspension, the Commission 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 possible, the known duration period of the suspension. The Commission shall make payment in full for all goods delivered or services rendered prior to the Stop Work Order.

9.2.2 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.

9.2.3 The Commission may extend the duration of the suspension by issuing a modified Stop Work Order, which states the new end date of the suspension and the reason for the extension.

9.2.4 The suspended activity may resume when (i) the suspension period identified in the Stop Work Order has ended or (ii) when the Commission has issued a formal written notice cancelling the Stop Work Order or directing Contractor to resume partial services.

9.3 *Breach of Contract.* Either party may terminate the Contract, in whole or in part, if either party fails to perform its obligations under the Contract in a timely and proper manner. The Party may, by providing a written notice to the other Party, allow the other Party to cure a breach of contract within a period of thirty (30) days or longer at the Party's discretion, considering the gravity and nature of the breach. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the other Party time to cure a breach of contract does not waive the Party's right to immediately terminate the Contract for the same or different breach at a different time.

9.3.1 This provision shall not preclude the pursuit of other remedies for breach of contract, as allowed by law.

9.3.2 the Commission's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

10. DATA OWNERSHIP AND INTELLECTUAL PROPERTY.

10.1. *Data.* All data collected as a result of this project shall be the property of the Commission.

10.2. *Copyright.* Contractor shall not copyright any material produced in conjunction with the performance required under this Contract without written consent from the Commission. The Commission hereby reserves a royalty-free, non-exclusive, and irrevocable right, for federal or state government purposes, to reproduce, publish, or otherwise use, and to authorize others to use, the material produced in conjunction with the performance required under this Contract.

11. 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.

12. DOCUMENTS INCORPORATED BY REFERENCE. All references in this Contract to laws, rules, regulations, guidelines, directives, addenda, and attachments that set forth standards and procedures to be followed by Contractor in discharging its obligations under this Contract shall be deemed incorporated by reference and made a part of this Contract with the same force and effect as if set forth in full text herein.

13. DRUG-FREE WORKPLACE. Contractor certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Contractor shall provide a copy of its drug-free workplace policy at any time upon request by the Commission.

14. EARLY TERMINATION.

14.1. the Commission may terminate the Contract immediately for the following reasons:

14.1.1. If directed to do so by statute;

14.1.2. 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;

14.1.3. A trustee or receiver of Contractor or of any substantial part of Contractor's assets has been appointed by a court;

14.1.4. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Contract by Contractor, its employees, officers, directors, or shareholders;

14.1.5. An involuntary proceeding has been commenced by any party against 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) Contractor has consented, either expressly or by operation of law, to the entry of an order for relief, or (iii) Contractor has been decreed or adjudged a debtor;

14.1.6. A voluntary petition has been filed by Contractor under any of the chapters of Title 11 of the United States Code;

14.1.7. Contractor intentionally discloses confidential information; or

14.1.8. Contractor has or announces it will discontinue support of the deliverable.

14.2. The Commission may also terminate this Contract in accordance with any other provision of this Contract, as expressly stated in that provision.

14.3. In the event either party terminates this Contract for any reason, Contractor shall immediately provide to the Commission all work in progress, work completed, and materials provided to it by the Commission in connection with this Contract.

14.4. 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.

15. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this Contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this Contract, which are reasonably related to the Force Majeure Event, shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this Contract.

16. FUNDING AVAILABILITY. The Commission may terminate the Contract, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, the Commission may terminate the Contract with respect to those payments for the fiscal years for which such funds are not appropriated. The Commission shall give Contractor written notice thirty calendar (30) days prior to the effective date of any termination. Contractor shall be entitled to receive just and equitable compensation for any authorized work that has been satisfactorily performed or provided as of the termination date. In no event shall Contractor be paid for a loss of anticipated profit.

17. GOVERNING LAW.

17.1. Notwithstanding any other provision of this Contract, or any amendment or addenda entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and the Commission's authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulations; (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 Contract must be brought in the State of Nebraska per state law; (4) the person signing this Contract on behalf of the Commission 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 of Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms of the Contract, including, but not limited to, any 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 of Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity.

17.2. The parties shall comply with all applicable federal, state, county and municipal laws, ordinances, and rules and regulations in the performance of this Contract.

18. INDEMNIFICATION.

18.1. Contractor shall defend, indemnify, hold, and save harmless the Commission and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties"), from and against any and all 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 Commission, arising out of,

resulting from, or attributable to the willful misconduct, negligence, error, or omission of Contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the Commission that directly and proximately contributed to the claims.

18.2. Contractor shall, 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, or 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 Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the Commission gives Contractor prompt notice in writing of the claim. Contractor may not settle any infringement claim that will affect the Commission's use of the intellectual property used in the performance of this Contract without the Commission's prior written consent, which consent may be withheld for any reason.

18.2.1. If a judgment or settlement is obtained or reasonably anticipated against the Commission's use of any intellectual property for which Contractor has indemnified the Commission, Contractor shall, at 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 State's behalf to provide the necessary rights to the Commission to eliminate the infringement, or provide the Commission with a non-infringing substitute that provides the Commission the same functionality. At the Commission's election, the actual or anticipated judgment may be treated as a breach of warranty by Contractor, and the Commission may receive the remedies provided under this Contract.

18.3. The Commission's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. the Commission does not assume liability for the action of its Contractors.

18.4. Contractor understands that the Nebraska Constitution, Article XIII, § 3, prohibits the Commission from indemnifying a private party. Any terms to the contrary set forth in any attachments included with this Contract regarding indemnification shall have no effect.

18.5. Notwithstanding the above, if Contractor is a constitutional officer, state agency, local governmental agency or political subdivision of the State of Nebraska, nothing in this Contract shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this Contract. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons shall be determined according to applicable law.

19. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor and neither it nor any of its employees shall for any purpose be deemed employees of the Commission. Contractor shall employ and direct such personnel as it requires to perform its obligations under this Contract, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this Contract.

20. INTEGRATION. This written Contract, along with addenda and any attachments, represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, which are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.
21. INVOICES AND PAYMENT.
- 21.1. *Invoices*. Invoices for payments submitted by Contractor shall contain sufficient detail to support payment. Any term included in Contractor's invoice shall be deemed to be solely for the convenience of the parties. No payment shall be made for any deliverable or cost unless specifically authorized in the terms of the Contract.
- 21.2. *Prompt Payment*. Payment shall be made in compliance with the Nebraska Prompt Payment Act, Neb. Rev. Stat. § 81-2401 *et seq.*
- 21.2.1. The Commission shall make payment in full for all goods delivered or services rendered on or before the forty-fifth (45th) calendar day after (a) the date of receipt by the Commission of the services or (b) the date of receipt by the Commission of the invoice for the services, whichever is later.
- 21.2.2. If the Commission is making payment for services provided for third parties, the Commission shall make payment in full for such services on or before the sixtieth (60th) calendar day after the date of receipt by the Commission of the invoice.
- 21.2.3. Unless otherwise provided herein, payment shall be made by electronic means.
- 21.3. *Automated Clearing House (ACH) Enrollment Form Requirements for Payment*. The vendor shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the vendor can be made. The ACH form is available on the Department of Administrative Services website, at <https://das.nebraska.gov/>. Contractor must promptly notify the Commission of any changes to Contractor's ACH enrollment information.
- 21.4. *Interagency Billing Transaction*. Notwithstanding the paragraph immediately above, if Contractor is a state agency, payment may be made by Interagency Billing Transaction.
22. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Contractor acknowledges that Nebraska law requires the Commission to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six (6) months. This provision applies to individuals; to a corporation, if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services; and to a partnership or limited liability company, if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.
- 22.1. The parties agree, when applicable, to properly complete the Nebraska Department of Revenue, Nebraska Income Tax Withholding Certificate for Nonresident Individuals, Form W-4NA, or its successor. The form is available at http://www.revenue.nebraska.gov/tax/current/fill-in/f_w4na.pdf.
23. NEW EMPLOYEE WORK ELIGIBILITY STATUS. Contractor shall use a federal immigration verification system to determine the work eligibility status of new 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 a newly hired employee.

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

23.1.1. Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website, at <https://das.nebraska.gov>.

23.1.2. If Contractor indicates on such attestation form that he or she is a qualified alien, Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

23.1.3. Contractor understands and agrees that lawful presence in the United States is required and Contractor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

24. SEVERABILITY. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
25. SUBCONTRACTORS. Contractor shall not subcontract any portion of this Contract without notice to the Commission. The Commission reserves the right to reject a subcontractor; such rejection shall not be arbitrary or capricious. Contractor shall ensure that all subcontractors comply with all requirements of this Contract and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
26. SURVIVAL. 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.
27. 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.
28. 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 the Commission, shall not waive any rights of the Commission nor constitute a waiver of the requirement of timely performance of any obligations on the part of Contractor remaining to be performed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hartman Group 1051 Shiloh Road State College PA 16801	CONTACT NAME: Meredith Spearly PHONE (A/C, No, Ext): 814-231-0100 E-MAIL ADDRESS: meredith@hartmangroup1.com FAX (A/C, No): 814-272-0058
INSURED 911 Authority, LLC 19 Colonnade Way #234 State College PA 16803	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Certain Underwriters At Lloyd's, London INSURER C: INSURER D: INSURER E: INSURER F:
License#: PC-1201571 911AUTH-01	NAIC # 10677 11220

COVERAGES**CERTIFICATE NUMBER:** 1025772998**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ENP 0419538	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA 0419538	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ENP 0419538	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A	Y	EWC 0419539	1/2/2024	1/2/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Cyber Liability			ESM0239791551	11/1/2023	11/1/2024	Professional Liab. \$ 5,000,000 Cyber Liability \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Commercial General Liability and Commercial Automobile Liability policies shall be primary, and any insurance or self-insurance carried by the State of Nebraska, Public Service Commission shall be considered excess and non-contributory.

Blanket waiver of subrogation applies to Workers' Compensation, as required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Nebraska Public Service Commission
1200 N. Street
Suite 300
Lincoln NE 68508
United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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