STATE OF NEBRASKA CONTRACT AWARD

PAGE	PRINT DATE
1 of 4	4/1/2026
BUSINESS UNIT	BUYER
31510300	IMPALA CAREY (MIL)

VENDOR NUMBER: 2070403

VENDOR ADDRESS:

NEW FRONTIER AVIATION INC
PO BOX 159
FORT BENTON MT 59442-0159

CONTRACT NUMBER
115878 O4

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE PERSONAL PROPERTY AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

JUNE 04, 2026 THROUGH JUNE 03, 2028

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE PERSONAL PROPERTY AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 123501 O5

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	FLIGHT TIME COST INITIAL YEAR 1	100.0000	HR	3,990.0000	399,000.00
2	STAND BY COST INITIAL YEAR 1	120.0000	DY	6,890.0000	826,800.00
3	SUPPORT TRUCK MILEAGE INITIAL YEAR 1	2,000.0000	MI	2.6400	5,280.00
4	RELIEF COST INITIAL YEAR 1	50.0000	EA	2,589.0000	129,450.00
5	EXTENDED PILOT STANDBY INITIAL YEAR 1	40.0000	HR	75.0000	3,000.00
6	EXTENDED DRIVER STANDBY INITIAL YEAR 1	40.0000	HR	55.0000	2,200.00
7	MOBILIZATION COST INITIAL YEAR 1	2.0000	EA	8,221.0000	16,442.00
8	DEMOBILIZATION COST INITIAL YEAR 1	2.0000	EA	8,221.0000	16,442.00
9	PER DIEM INITIAL YEAR 1	20,000.0000	$	1.0000	20,000.00
10	FLIGHT TIME COST	100.0000	HR	3,990.0000	399,000.00

Tami Reynolds 4/8/26
4-8-26
AGENCY SIGNATURE

R43500|NISK0001|NISK0001 20210628

STATE OF NEBRASKA CONTRACT AWARD

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BUSINESS UNIT	BUYER
31510300	IMPALA CAREY (MIL)

VENDOR NUMBER: 2070403

CONTRACT NUMBER
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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	INITIAL YEAR 2				
11	STAND BY COST INITIAL YEAR 2	120.0000	DY	6,890.0000	826,800.00
12	SUPPORT TRUCK MILEAGE INITIAL YEAR 2	2,000.0000	MI	2.6400	5,280.00
13	RELIEF COST INITIAL YEAR 2	50.0000	EA	2,589.0000	129,450.00
14	EXTENDED PILOT STANDBY INITIAL YEAR 2	40.0000	HR	75.0000	3,000.00
15	EXTENDED DRIVER STANDBY INITIAL YEAR 2	40.0000	HR	55.0000	2,200.00
16	MOBILIZATION COST INITIAL YEAR 2	2.0000	EA	8,221.0000	16,442.00
17	DEMOBILIZATION COST INITIAL YEAR 2	2.0000	EA	8,221.0000	16,442.00
18	PER DIEM INITIAL YEAR 2	20,000.0000	$	1.0000	20,000.00
19	FLIGHT TIME COST 1ST RENEWAL YEAR 3	100.0000	HR	4,110.0000	411,000.00
20	STAND BY COST 1ST RENEWAL YEAR 3	120.0000	DY	7,097.0000	851,640.00
21	SUPPORT TRUCK MILEAGE 1ST RENEWAL YEAR 3	2,000.0000	MI	2.7200	5,440.00
22	RELIEF COST 1ST RENEWAL YEAR 3	50.0000	EA	2,718.0000	135,900.00
23	EXTENDED PILOT STANDBY 1ST RENEWAL YEAR 3	40.0000	HR	75.0000	3,000.00
24	EXTENDED DRIVER STANDBY 1ST RENEWAL YEAR 3	40.0000	HR	55.0000	2,200.00
25	MOBILIZATION COST 1ST RENEWAL YEAR 3	2.0000	EA	8,344.0000	16,688.00
26	DEMOBILIZATION COST	2.0000	EA	8,344.0000	16,688.00

INITIALS

STATE OF NEBRASKA CONTRACT AWARD

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BUSINESS UNIT	BUYER
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VENDOR NUMBER: 2070403

CONTRACT NUMBER
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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	1ST RENEWAL YEAR 3				
27	PER DIEM 1ST RENEWAL YEAR 3	20,000.0000	$	1.0000	20,000.00
28	FLIGHT TIME COST 2ND RENEWAL YEAR 4	100.0000	HR	4,233.0000	423,300.00
29	STAND BY COST 2ND RENEWAL YEAR 4	120.0000	DY	7,310.0000	877,200.00
30	SUPPORT TRUCK MILEAGE 2ND RENEWAL YEAR 4	2,000.0000	MI	2.7200	5,440.00
31	RELIEF COST 2ND RENEWAL YEAR 4	50.0000	EA	2,799.0000	139,950.00
32	EXTENDED PILOT STANDBY 2ND RENEWAL YEAR 4	40.0000	HR	89.0000	3,560.00
33	EXTENDED DRIVER STANDBY 2ND RENEWAL YEAR 4	40.0000	HR	69.0000	2,760.00
34	MOBILIZATION COST 2ND RENEWAL YEAR 4	2.0000	EA	8,469.0000	16,938.00
35	DEMOBILIZATION COST 2ND RENEWAL YEAR 4	2.0000	EA	8,469.0000	16,938.00
36	PER DIEM 2ND RENEWAL YEAR 4	20,000.0000	$	1.0000	20,000.00
37	FLIGHT TIME COST FINAL RENEWAL YEAR 5	100.0000	HR	4,360.0000	436,000.00
38	STAND BY COST FINAL RENEWAL YEAR 5	120.0000	DY	7,529.0000	903,480.00
39	SUPPORT TRUCK MILEAGE FINAL RENEWAL YEAR 5	2,000.0000	MI	2.8500	5,700.00
40	RELIEF COST FINAL RENEWAL YEAR 5	50.0000	EA	2,883.0000	144,150.00
41	EXTENDED PILOT STANDBY FINAL RENEWAL YEAR 5	40.0000	HR	89.0000	3,560.00
42	EXTENDED DRIVER STANDBY	40.0000	HR	69.0000	2,760.00

INITIALS

STATE OF NEBRASKA CONTRACT AWARD

PAGE	PRINT DATE
4 of 4	4/7/2026
BUSINESS UNIT	BUYER
31510300	IMPALA CAREY (MIL)

VENDOR NUMBER: 2070403

CONTRACT NUMBER
115878 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	FINAL RENEWAL YEAR 5				
43	MOBILIZATION COST FINAL RENEWAL YEAR 5	2.0000	EA	8,596.0000	17,192.00
44	DEMOBILIZATION COST FINAL RENEWAL YEAR 5	2.0000	EA	8,596.0000	17,192.00
45	PER DIEM FINAL RENEWAL YEAR 5	20,000.0000	$	1.0000	20,000.00
	Total Order				**7,355,904.00**

INITIALS

This agreement ("Agreement") is made between an agency of the State of Nebraska ("State") and the supplying vendor ("Contractor") for the purchase of the item(s) or service(s) specified in the attached documents.

SHIPPING. The delivery charges are included in the quoted price and prepaid by the Contractor, Free On Board Destination specified by the State.

DEBARMENT. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The Contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this Agreement, Contractor becomes debarred. The Department may immediately terminate this Agreement by providing Contractor written notices if Contractor becomes debarred during the term of this Agreement.

DRUG POLICY. Contractor certifies that 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 State.

NE ACCESS TECHNOLOGY STANDARDS. Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the Agreement are in compliance or will comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create a change order to the Agreement to request that the Agreement comply with the changed standard at a cost mutually acceptable to the parties.

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 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement.

PERMITS, REGULATIONS, LAWS. The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the Agreement. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

INDEPENDENT CONTRACTOR. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the Agreement. The Contractor's employees and other persons engaged in work or services required by the Contractor under the Agreement shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

CONTRACTOR RESPONSIBILITY. The Contractor is solely responsible for fulfilling the Agreement, with responsibility for all services offered and products to be delivered.

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 Agreement. 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 between the State and the Contractor.

FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS. The State may terminate the Agreement, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the Agreement. Should said funds not be appropriated, the State may terminate the Agreement with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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. Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit this Agreement. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this Agreement and for a period of five (5) years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this Agreement and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total Agreement billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

DISASTER RECOVERY/BACK UP PLAN. The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

ASSIGNMENT BY THE STATE. The State shall have the right to assign or transfer the Agreement or any of its interests herein to any agency, board, or commission of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

ASSIGNMENT BY THE CONTRACTOR. The Contractor may not assign, voluntarily or involuntarily, the Agreement or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

GOVERNING LAW. The Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. Notwithstanding any contrary or conflicting language in any document(s) related to this purchase, whether submitted to the State before or after this Agreement is executed, the State does not agree to submit to arbitration. The Contractor must be in compliance with all Nebraska statutory and regulatory law. Notwithstanding any terms or conditions in any document(s) submitted to the State, whether submitted before or after this Agreement is executed, this Agreement shall take precedence over any and all other document(s) related to this purchase in the event of conflict between such document(s) and this Agreement. This Agreement supersedes any and all other agreements, whether written or oral, between the parties that may exist.

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

EARLY TERMINATION

The Agreement may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the Agreement at any time.
2. The State, in its sole discretion, may terminate the Agreement for any reason upon thirty (30) calendar days written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other obligations incurred under the terms of the Agreement. In the event of cancellation the Contractor shall be entitled to payment, for those products received and accepted by the State, or determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the Agreement 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 Agreements 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;
   - **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 or provision of the deliverable;
   - **i.** second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
   - **j.** Contractor engaged in collusion or ones' actions which could have provided Contractor an unfair advantage in obtaining this Agreement.

BREACH BY CONTRACTOR. The State may terminate the Agreement, in whole or in part, if the Contractor fails to perform its obligations under the Agreement in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of the Agreement within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of Agreement does not waive the State's right to immediately terminate the Agreement for the same or different Agreement breach which may occur at a different time. In case of default of the Contractor, the State may contract the goods from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

ASSURANCES BEFORE BREACH. If any document or deliverable required pursuant to the Agreement does not fulfill the requirements of the Agreement, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

ACCEPTANCE AND PAYMENT OF GOODS. In the event that the Contractor fails to provide the goods requested by the State, the State will not pay for such products until the same has been received and accepted by the State.

FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the Agreement 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 the Agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the Agreement if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Agreement. COVID-19 shall not be deemed a Force Majeure Event.

PROHIBITION AGAINST ADVANCE PAYMENT. Payments shall not be made until Agreement deliverable(s) are received and accepted by the State.

PAYMENT. State will render payment to Contractor when the terms and conditions of the Agreement and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency within forty-five (45) days after the State has received and finally accepted the deliverable(s). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such claims. Contractor may charge the State interest for late payments pursuant to the Prompt Payment Act (Neb. Rev. Stat. §§ 81-2401 et seq.). Such interest shall be subject to the maximum rate specified in the Prompt Payment Act.

INVOICES. Invoices for payments must be submitted by the Contractor to the agency requesting the goods with sufficient detail to support payment. 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 State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as a change order to the Agreement.

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

AUTOMATIC RENEWALS. . Notwithstanding any contrary or conflicting language in any document(s) related to this purchase, whether submitted to the State before or after this Agreement is executed, the State does not agree to any automatic or continuing renewal of a subscription, service, or order of goods.

INSPECTION AND APPROVAL. Final inspection and approval of all work required under the Agreement shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the Agreement 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.

SEVERABILITY. If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

CONFIDENTIALITY. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information and shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action. The State does not agree to keep all information received from the Contractor confidential. See the Public Records section below.

It is incumbent upon the Contractor to inform its 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 to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, 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.

PUBLIC RECORDS. Pursuant to the Taxpayer Transparency Act (Neb. Rev. Stat. §§ 84-602.01 to 84-602.04) and in furtherance of public records statutes (Neb. Rev. Stat. § 84-712 et seq.), State contracts must be posted to a public website. This Agreement and any attachments, addendums, or amendments to this Agreement will be posted to a public website(s) managed by the State, found at https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php and https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php. The Contractor may request in writing that certain and specific information be redacted from such posting and public disclosure pursuant to Nebraska public records laws. The State may, in its sole discretion, withhold certain information from such posting and public disclosure. The State will not agree to redact total cost or the entire contract from posting or public disclosure on the assertion that such information is proprietary or confidential commercial information.

INDEMNIFICATION

1. GENERAL. The Contractor agrees to defend, indemnify, hold, and save harmless the State 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 State, 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, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims. Notwithstanding any contrary or conflicting language in any document(s) related to this purchase, whether submitted before or after this Agreement is executed, the State does not agree to indemnify Contractor and does not agree to any term, condition, or clause limiting the liability of the Contractor.

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, 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 the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

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

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 provided 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 Agreement resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

OFFICE OF PUBLIC COUNSEL. If it provides, under the terms of this Agreement and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this Agreement and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

LONG-TERM CARE OMBUDSMAN. If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this Agreement.

Agency of the State of Nebraska	Contractor
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title:_____	Title:_____
Agency: _____	Date: _____
Date: _____	