

STATE OF NEBRASKA CONTRACT AWARD

PAGE2		PRINT DATE 9/16/2025	
BUSINESS UNIT 46200100		BUYER DIANE POPPERT (DCS)	
VENDOR NUMBER: 2038234			
VENDOR ADDRESS: OUTBACK FENCE CO LLC 6500 N 56TH ST LINCOLN NE 68504-1768			

CONTRACT NUMBER
114270 O4

Buyer: Diane Poppert
Phone: (402) 479-5980
Email: diane.poppert@nebraska.gov

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

SEPTEMBER 02, 2025 THROUGH DECEMBER 31, 2025

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 123386 O8

Contract to supply/delivery/installation of Secondary Fencing at NDCS Facility in McCook, NE for the contract period of September , 2025 through December 31,2025. There is no renewal options remaining.

Contact: Chris Gentele, President
Phone: (402) 466-0001, Office
(402) 310-0201, Mobile
Email: chris@outbackfencene.com

Contact: Laurie Stithem, Office Manager
Phone: (402) 466-0001,Office
(402) 326-2235, Mobile
Email: Laurie@outbackfencene.com

Invoices to: NE Department of Correctional Services
Accounts Payable
P.O. Box 94661
Lincoln, NE 68509-4661

Or via e-mail to: dcs.accountspayable@nebraska.gov
Accounts Payable Contact (402) 479-5715

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	PHASE I- MOBILIZATION, ETC	1.0000	LS	187,500.0000	187,500.00
2	PHASE II - PROGRESS PAYMENT	1.0000	LS	187,500.0000	187,500.00
3	PHASE III - ACCEPTANCE OF WORK COMPLETION - FINAL INVOICE	375,000.0000	\$	1.0000	375,000.00

DIANE POPPERT	9/16/2025
<small>Docusigned by: CSF8B3C7465A44B...</small>	
Kate Severin	9/16/2025
<small>1445D3D1550A42E</small>	AGENCY SIGNATURE

STATE OF NEBRASKA CONTRACT AWARD

PAGE 2 of 2		PRINT DATE 9/16/2025	
BUSINESS UNIT 46200100		BUYER DIANE POPPERT (DCS)	
VENDOR NUMBER: 2038234			

CONTRACT NUMBER
114270 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
Total Order					750,000.00



DS
DP
INITIALS

Certificate Of Completion

Envelope Id: 6CD08BBD-B839-453D-95A9-29F2E10D45D3	Status: Completed
Subject: Complete with Docusign: 114270 O4 CONTRACT.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 2
Certificate Pages: 3	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	DIANE POPPERT
Time Zone: (UTC-06:00) Central Time (US & Canada)	11493 Sunset Hills Rd
	Reston, VA 20190
	DIANE.POPPERT@NEBRASKA.GOV
	IP Address: 164.119.5.20

Record Tracking

Status: Original	Holder: DIANE POPPERT	Location: DocuSign
9/16/2025 2:04:04 PM	DIANE.POPPERT@NEBRASKA.GOV	

Signer Events

DIANE POPPERT
 DIANE.POPPERT@NEBRASKA.GOV
 Procurement Contracts Officer
 Nebraska Department of Correctional Services
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 C5F8B3C7465A44B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 164.119.5.20

Timestamp

Sent: 9/16/2025 2:05:26 PM
 Viewed: 9/16/2025 2:05:40 PM
 Signed: 9/16/2025 2:05:51 PM

Electronic Record and Signature Disclosure:

Accepted: 9/30/2020 2:25:28 PM
 ID: 51b8c175-cc68-4403-b1e9-5a34f749d926
 Company Name: Nebraska Department of Correctional Services

Kate Severin
 kate.severin@nebraska.gov
 DCS MATERIEL ADMINISTRATOR
 Nebraska Department of Correctional Services
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 1445D3D15501428...
 Signature Adoption: Pre-selected Style
 Using IP Address: 164.119.5.177

Sent: 9/16/2025 2:05:52 PM
 Viewed: 9/16/2025 3:14:37 PM
 Signed: 9/16/2025 3:14:48 PM

Electronic Record and Signature Disclosure:

Accepted: 7/17/2024 4:59:20 PM
 ID: 835ae8f6-8aa9-4adc-b6fe-4574edd5d282
 Company Name: Nebraska Department of Correctional Services

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/16/2025 2:05:26 PM
Certified Delivered	Security Checked	9/16/2025 3:14:37 PM
Signing Complete	Security Checked	9/16/2025 3:14:48 PM
Completed	Security Checked	9/16/2025 3:14:48 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

By checking the "I agree to use electronic records and signatures" box, I acknowledge that I understand and agree that:

1. **Electronic Signature.** My use of this electronic signature process indicates by intent to sign the record and my agreement to the terms and conditions contained therein.
2. **Use of Electronic Signature is Not Required.** I understand that I may refuse to sign any record by electronic means. If I choose to exercise this right, I will contact the sender to arrange for the use of a paper-based signature process.
3. **Acknowledging Access and the Ability to Store or Print the Record.** I confirm that I am able to access the record electronically, and I am able to store or print the record. If for some reason I am unable to store or print the record, I will contact the sender to arrange for the use a paper-based signature process.
4. **Copy of the Record.** I may request a copy of the record by contacting the sender.
5. **Uniform Electronic Transactions Act.** This transaction is conducted in accordance with the requirements of the Uniform Electronic Transactions Act (Neb. Rev. Stat. §§ 86-612 to 86-643).

NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES SERVICE CONTRACT

SERVICE CONTRACT TERMS AND CONDITIONS

The State of Nebraska (STATE), Department of Correctional Services (NDCS, AGENCY or STATE), is issuing this **Service Contract** to **Outback Fence** (CONTRACTOR) for the provision of **Adding/Installation of Secondary Fencing to Perimeter of Work Ethic Camp**.

The term of the contract will be September 2, 2025 and will end December 31, 2025. No renewal options are included.

The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

(IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. This contract will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.)

Any entity awarded a contract agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract and other documents.

The contract shall consist of the fully executed Service Contract Terms and Conditions, the Contract Addendum for Scope of Work and Deliverables, as described in II. A. General.

I. PRICES, FUNDING, PAYMENT and INSURANCE

A. PRICES

Prices shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the contract. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions listed in Section II and IV (C) shall remain fixed and valid through project completion.

The State will be given full proportionate benefit of any decreases for the term of the contract.

B. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

C. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability.

Any property tax payable on the CONTRACTOR'S equipment which may be installed in a state-owned facility is the responsibility of the CONTRACTOR.

D. INVOICES

Invoices for payments must be submitted by CONTRACTOR to the Nebraska Department of Correctional Services (NDCS) with sufficient detail to support payment.

Invoices To: NE Department of Correctional Services
Accounts Payable
P.O. Box 94661
Lincoln, NE 68509-4661

Accounts Payable Contact: (402) 479-5715
Invoices may be emailed to: DCS.AccountsPayable@nebraska.gov

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 an amendment to the contract.

E. PAYMENT and LATE PAYMENT (Statutory)

State 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 State. The State may require the CONTRACTOR to accept payment by electronic means such as Automated Clearing House (ACH) deposit. In no event shall the State 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.

The CONTRACTOR may charge NDCS (or the responsible agency, if other than NDCS) interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

Pursuant to this act, NDCS is required to submit payment to CONTRACTOR no later than 45 days after service is rendered or receipt of invoice.

F. RIGHT TO AUDIT (First Paragraph is Statutory) The State's right to audit is based on §84-305

The State's right to audit is based on §84-305 and the constitutional office of the State Auditor. Upon the commencement of an audit initiated by the State Auditor, or if the Agency has need to ensure the performance of a specific Contractor, the STATE has the right to:

1. Audit the CONTRACTOR'S performance of this contract upon a 30 days' written notice.
2. 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 State to audit the contract.

3. The State 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.
4. The CONTRACTOR shall make the Information available to the State at CONTRACTOR'S place of business or a location acceptable to both Parties during normal business hours.
5. If this is not practical or the CONTRACTOR so elects, the CONTRACTOR may provide electronic or paper copies of the Information.
6. The State 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.
7. The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. 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 State for the total costs of the audit.
8. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The CONTRACTOR agrees to correct any material weaknesses or condition found as a result of the audit.

G. INSURANCE REQUIREMENTS

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord 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:

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 State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State 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 State 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 contractors' 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.

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.

GENERAL LIABILITY	
General Aggregate	\$2,000,000
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
AUTOMOBILE LIABILITY	
The Contractor will maintain all applicable statutory coverage required in the State of Nebraska and will provide proof of such upon written request.	
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate

3. **EVIDENCE OF COVERAGE**

The CONTRACTOR shall furnish the NDCS Contract Manager with a certificate of insurance coverage complying with the above requirements prior to beginning work. Certificate of insurance coverage is sent to the NDCS Procurement Contact and/or to dcs.purchasing@nebraska.gov.

These certificates or the cover sheet shall reference the Contract number. 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 State 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 dcs.purchasing@nebraska.gov when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. **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.

II. TERMS AND CONDITIONS

By signing the contract, CONTRACTOR is agreeing to be legally bound by all the terms and conditions.

A. GENERAL

The contract shall incorporate the following documents:

1. The executed Contract and Addendum to Contract, if applicable; and,
2. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with (a) receiving preference over all other documents and with each subsequent lettered document having preference over any later subsequent lettered: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) executed Contract and any attached Addenda.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State shall always control over any terms and conditions or agreements submitted or included by the Contractor.

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.

B. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The contractor who is the recipient of an Intent to Award will may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at https://sos.nebraska.gov/sites/sos.nebraska.gov/files/doc/attestation_form.pdf. This must be accomplished prior to execution of the contract.

C. GOVERNING LAW (Nonnegotiable)

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 final 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 final 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 final 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.

D. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the contract. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

E. ETHICS IN PUBLIC CONTRACTING

NDCS reserves the right to withdraw an award, or terminate a contract if an ethical violation has been committed, which includes, but not limited to:

1. 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 contracting process.

2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the contracting process.
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Colluding with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The CONTRACTOR shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

CONTRACTOR shall have an affirmative duty to report any violations of this clause by the CONTRACTOR throughout the term of the contract for the Contractor and their subcontractors.

F. BEGINNING OF WORK & SUSPENSION OF SERVICES

CONTRACTOR shall not commence any billable work until a valid contract has been fully executed by both Parties to the contract.

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

G. AMENDMENT

This Contract may be amended, within scope, only upon written agreement of both parties.

H. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Contractor, upon written agreement, may make changes to the contract within the general scope of the contract. Changes may involve specifications, the quantity of work, or such other items as the State 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 or breach 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 State 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 State, 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.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor shall not substitute any item that has been awarded without prior written approval of NDCS*****

I. RECORD OF CONTRACTOR PERFORMANCE

The State may document the contractor's performance, which may include, but is not limited to, the customer service provided by the contractor, the ability of the contractor, the skill of the contractor, and any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, or the contract. In addition to other remedies and options available to the State, the State may issue one or

more notices to the contractor outlining any issues the State has regarding the contractor's performance for a specific contract ("Contractor Performance Notice"). The State may also document the Contractor's performance in a report, which may or may not be provided to the contractor ("Contractor Improvement Request"). The Contractor shall respond to any Contractor Performance Notice or Contractor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Contractor Performance Notices and Contractor Improvement Requests may be placed in the State's records regarding the contractor and may be considered by the State and held against the contractor in any future contract or award opportunity.

J. CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

K. NOTICE OF POTENTIAL CONTRACTOR BREACH

If CONTRACTOR breaches the contract or anticipates breaching the contract, the CONTRACTOR shall immediately give written notice to the State. 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 State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State 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.

L. BREACH

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 contractor's point of contact with acknowledgement from the contractor, Certified Mail, Return Receipt Requested, or in person with proof of delivery. 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 State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the CONTRACTOR shall retain all available statutory remedies and protections.

M. 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.

N. 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.

O. INDEMNIFICATION

1. GENERAL

The CONTRACTOR agrees to defend, indemnify, and hold harmless the State 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 State 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 State which directly and proximately contributed to the claims.

2. **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.

3. **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.

4. **NE ATTORNEY GENERAL**

The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

P. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

Q. 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.

R. EARLY TERMINATION

The Contract may be terminated as follows:

1. The State and the CONTRACTOR, by mutual written agreement, may terminate the contract, in whole or in part at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part 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 State may terminate the contract, in whole or in part 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,
- 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.

III. CONTRACTOR DUTIES**A. 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.

B. 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.

C. 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.

D. 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.

E. NDCS SECURITY

1. CONTRACTOR'S personnel shall be subject to NDCS background security checks prior to their arrival on site and will carry proper identification with them at all times while on facility grounds.
2. CONTRACTOR shall make its employees aware of the provisions of Neb. Rev. Stat. § 28-322.01, which state that a person commits the offense of sexual abuse of an inmate or parolee if such person subjects an inmate or parolee to sexual penetration or sexual contact, because an inmate or parolee is not legally capable of giving consent to any such relationship. Neb. Rev. Stat. § 28-322 states that individuals "working under contract with the department" are included in the list of persons prohibited from having sexual relations with one or more of NDCS' inmates. CONTRACTOR will promptly notify NDCS if allegations of sexual abuse or contact become known.
3. CONTRACTOR shall make his/her employees aware of the Nebraska Department of Correctional Services, Policy 112.31 (Code of Ethics and Conduct). CONTRACTOR may be required to sign and return documentation showing receipt of NDCS Policy 112.31 (Code of Ethics and Conduct).
4. CONTRACTOR shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in CONTRACTOR'S locked vehicle while on NDCS-owned or controlled property.
5. CONTRACTOR and his/her personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities.
6. Wireless devices and/or cellular phones are prohibited at NDCS facilities unless prior approval is given. Wireless devices include type smart watches or other electronic devices with internet connection. If wireless devices are necessary for use on site at NDCS, CONTRACTOR will seek prior approval to carry such devices by requesting the Cellular Device Institutional Use Report form. All persons are prohibited from providing a cellphone/electronic communication device to an inmate of any facility, per Policy 104.05. Electronic Communication Devices.

F. ADVERTISING

The CONTRACTOR agrees not to refer to the contract award in advertising or within his/her social media accounts in such a manner as to state or imply that the company or its services are endorsed or preferred by

NDCS. Any publicity releases pertaining to the project shall not be issued without prior written approval from NDCS.

G. 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 State.

H. CERTIFICATES and COMPLIANCE

Contractor commits to maintaining all required insurance and up-to-date licensure and will provide proof of such upon written request by NDCS.

The CONTRACTOR shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment.

IV. SCOPE OF WORK

Outback Fence delivered and installed in an emergency timeline a secondary perimeter fence as specified by DCS Engineering with completion date of 10/31/2025 or sooner at the NDCS Work Ethic Camp location.

A. NDCS CONTACTS

- 1. Nathan Bornemeier, Engineering Administrator or designee
Phone: 402-479-5861
- 2. DCS Financial Accounting Supervisor or designee
Dcs.accountspayable@nebraska.gov
402-479-5715

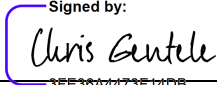
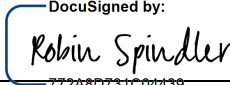
B. DELIVERABLES and DELIVERABLE SCHEDULE

- 1. Emergency delivery, installation beginning September 2, 2025, to erect the secondary 12' chain link fence, gate(s), and Supermaze Razor Ribbon. To include 24"Wx4"H Concrete Mow Strip under the new fence line.
- 2. Installation of approximately 2300 linear feet of 12' chain link fence as per quotation dated 8/29/2025.
- 3. Inspection by NDCS Engineering personnel to verify Phase completion prior to payment for Invoices submitted.
- 4. Service location: Work Ethic Camp, 2309 N Hwy 83, McCook, NE 69001

C. PRICING

- 1. Phase I – 25% due 9/9/2025
 - a. Job to be completed in (2) Mobilization, total \$50,000.00
- 2. Phase II – Progress payment (post installed, mow strip and fabric installed by October 15th).
 - a. 2300 linear feet approximately of 12' Chain Link w/ top, middle, bottom rail, bottom rail concrete brackets and 4 rows of 30" Supermaze Razor Ribbon \$584,200.00
 - b. 24"x4" Concrete Mow Strip w/ 2 – #4 rebar \$74,500.00
 - c. Gate Allowance Depending on what they are \$41,300.00
- 3. Phase III - Final Invoice upon completion and acceptance by NDCS.

IN WITNESS THEREOF, the parties have duly executed this Contract hereto, and that each individual signing below has authority to legally bind the party to this contract. By signing below, the CONTRACTOR certifies that they do not and will not participate in a boycott of Israel during the full term of this contract.

CONTRACTOR SIGNATURE BELOW:	NDCS SIGNATURE BELOW:
<div>Signed by: </div>	<div>DocuSigned by: </div>
Printed Name/Title: Chris Gentele President	Printed Name/Title: Robin Spindler, NDCS Deputy Director Administrative Services
Address: 6500 N 56th St	NE Department of Correctional Services PO Box 94661 Lincoln, NE 68509-4661
Phone: Lincoln NE 68504	Phone: (402) 479-5711
Email: chris@outbackfencene.com	Email: robin.spindler@nebraska.gov



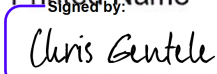
September 3, 2025

Outback Fence.
6500 N 56th Street
Lincoln, NE 68504

Dear Mr. Chris Gentile

This is a letter to verify that you received a copy of the attached Policy 112.31 *Code of Ethics and Conduct*. Employees are to be aware of these NDCS Policies prior to any being assigned/working on-site at or within a NDCS facility

Could you please sign below if you have received Policy 112.31. Please submit with the contract documents.

Chris Gentile	President
<hr/> Printed Name	<hr/> Title
 <small>Signed by:</small>	9/3/2025
<hr/> Signature	<hr/> Date

Thank you again, if you have any questions, please call me at 402-479-5980.

Sincerely,


Diane Poppert, Procurement Contracts Officer
NDCS Purchasing

Rob Jeffreys, Director
Department of Correctional Services

P.O. Box 94661 Lincoln, NE 68509-4661
Phone 402-471-2654 Fax: 402-479-5623
corrections.nebraska.gov

Certificate Of Completion

Envelope Id: 8B659F07-C4C6-422A-AB47-CBBF1EE51C34

Status: Completed

Subject: View and complete 123386-O8 via DocuSign

Source Envelope:

Document Pages: 14

Signatures: 3

Envelope Originator:

Certificate Pages: 3

Initials: 0

DIANE POPPERT

AutoNav: Enabled

11493 Sunset Hills Rd

Envelopeld Stamping: Enabled

Reston, VA 20190

Time Zone: (UTC-06:00) Central Time (US & Canada)

DIANE.POPPERT@NEBRASKA.GOV

IP Address: 164.119.5.20

Record Tracking

Status: Original

Holder: DIANE POPPERT

Location: DocuSign

9/3/2025 9:06:52 AM

DIANE.POPPERT@NEBRASKA.GOV

Signer Events

Signature

Timestamp

Chris Gentile

chris@outbackfencene.com

President

Security Level: Email, Account Authentication
(None)

Signed by:


3FE36A4473F14DB...

Sent: 9/3/2025 9:18:35 AM

Viewed: 9/3/2025 10:56:47 AM

Signed: 9/3/2025 11:34:13 AM

Signature Adoption: Pre-selected Style

Using IP Address: 72.46.61.206

Electronic Record and Signature Disclosure:

Accepted: 9/3/2025 10:56:47 AM

ID: c05d5299-3346-4d9b-b757-4af8af275a8e

Company Name: Nebraska Department of Correctional Services

Robin Spindler

robin.spindler@nebraska.gov

DEPUTY DIRECTOR

Nebraska Department of Correctional Services

Security Level: Email, Account Authentication
(None)

DocuSigned by:


772A8D731C04439...

Sent: 9/3/2025 11:34:14 AM

Viewed: 9/3/2025 11:36:11 AM

Signed: 9/3/2025 11:37:14 AM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 6/6/2023 12:51:21 PM

ID: fd740b57-8ceb-41c6-9c1f-9be46330212c

Company Name: Nebraska Department of Correctional Services

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Laurie Stithem

laurie@outbackfencene.com

Owner

Outback Fence Co., LLC

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 9/3/2025 11:37:16 AM

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Ruby Edwards ruby.edwards@nebraska.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 9/3/2025 11:37:16 AM
Electronic Record and Signature Disclosure: Accepted: 1/30/2024 1:45:34 PM ID: 124f79d4-a665-4567-86c8-7d4376ef558e Company Name: NDCS		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/3/2025 9:18:35 AM
Certified Delivered	Security Checked	9/3/2025 11:36:11 AM
Signing Complete	Security Checked	9/3/2025 11:37:14 AM
Completed	Security Checked	9/3/2025 11:37:16 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

By checking the “I agree to use electronic records and signatures” box, I acknowledge that I understand and agree that:

1. **Electronic Signature.** My use of this electronic signature process indicates by intent to sign the record and my agreement to the terms and conditions contained therein.
2. **Use of Electronic Signature is Not Required.** I understand that I may refuse to sign any record by electronic means. If I choose to exercise this right, I will contact the sender to arrange for the use of a paper-based signature process.
3. **Acknowledging Access and the Ability to Store or Print the Record.** I confirm that I am able to access the record electronically, and I am able to store or print the record. If for some reason I am unable to store or print the record, I will contact the sender to arrange for the use a paper-based signature process.
4. **Copy of the Record.** I may request a copy of the record by contacting the sender.
5. **Uniform Electronic Transactions Act.** This transaction is conducted in accordance with the requirements of the Uniform Electronic Transactions Act (Neb. Rev. Stat. §§ 86-612 to 86-643).